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## The Solicitors' Journal and Reporter.

LONDON, JUNE 29, 1889.

### CURRENT TOPICS.

WE PRINT elsewhere the "Rules of the Supreme Court, June, 1889," which annul the Rules of May, 1889, and re-issue them with alterations consequent on the representations of the committee of the Incorporated Law Society. We announced, on the best authority, a few weeks ago that the suggested amendment with regard to an appeal from the taxing master under rule 5a of the Rules of May, 1889, would be conceded; and it will be seen, on comparing rule 8 of the new rules, that this has been done. The words "in the opinion of the taxing master" have been struck out, and a clause has been added to the effect that "the provisions as to the review of taxations shall apply to allowances and certificates under this rule." So far, the result of the recent movement is satisfactory, and a great point has been gained. One main objection we urged from the first against the rule—viz., that the solicitor would be left to the absolute caprice of the taxing master, without any opportunity for review of taxation—has been admitted to be well-founded, and has been removed. We regret to observe, however, that the Rule Committee have refused to strike out the obnoxious words "or other circumstances," or to insert a provision, suggested by the solicitors' committee, that the taxing master, before making his certificate, should, at the request of any of the parties, state in writing his reasons and grounds for allowing a gross sum, with certain consequential provisions. With regard to another point of great importance raised by the committee, the alteration is not satisfactory. The original rule 5b of the Rules of May, 1889, provided that, "if, on the taxation of a bill of costs payable out of a fund or estate (real or personal), or out of the assets of a company in liquidation, the amount of the professional charges (exclusive of disbursements) contained in the bill is reduced by a sixth part thereof, no costs shall be allowed to the solicitor leaving the bill for taxation for drawing and copying it, nor for attending the taxation." The solicitors' committee pointed out that "under the Solicitors Act, 1843, if one-sixth is taxed off the whole Bill, including disbursements, the solicitor has to pay the costs of taxation. In a taxation under the Solicitors Act, the sixth is measured by the amount of the whole bill, including disbursements. Disbursements almost always exceed one-third of the whole bill, and are seldom much reduced; so that a sixth taken off the charges, exclusive of disbursements, means a reduction of the whole bill by about a ninth only, instead of a sixth as under the Solicitors Act." And the committee suggested that the new rule should read, "If . . . the amount of the bill is reduced by a sixth part in consequence of the disallowance of charges which were not reasonably and properly inserted in the bill with a view to obtaining the taxing master's decision as to allowance thereof, the taxing master shall be at liberty to disallow the solicitor leaving the bill for taxation his costs of drawing and copying his bill and for attending the taxation." But as the rule now appears the words "(exclusive of disbursements)" only have been struck out, and it is provided that "if . . . the amount of the professional charges contained in the bill is reduced by a sixth part, no costs," &c. The question arises, whether the "professional charges" do or do not include disbursements? Can disbursements be held to be "professional charges"? From the omission of the words "exclusive of disbursements" it must be taken that it is intended to

include them, but it is doubtful whether this intention is carried out by the rule. We cannot believe that it is intended to exclude disbursements by a side wind, for we imagine that this would involve a grave breach of faith. But it is very desirable that some authoritative explanation should be obtained as to this matter.

THE LAND TRANSFER BILL is set down in the paper of the House of Lords to be further proceeded with on Thursday next. Amendments by Earl BEAUCHAMP, and possibly other peers, will be moved on the motion that the Bill do pass.

THE SPECIAL NOTICE as to Queen's Bench interlocutory appeals which was referred to last week (*ante*, p. 535) has been altered, and the present arrangement is that Queen's Bench interlocutory appeals will be heard in Court of Appeal No. 2 *de die in diem* until the list is finished, and that, until then, no Chancery final appeals will be taken in that court other than those which have already been in the daily list.

WE UNDERSTAND that, with regard to the new Rule of Court (ord. 65, r. 19b), which provides that "The proper officer, by whom any order directing a taxation of costs shall be drawn up, shall certify upon that order the date on which it was signed, entered, or otherwise perfected," a stamp is now in use at the Chancery Registrar's Office, the impress of which upon an order will clearly authenticate the fact of its being entered and the date of entry.

THERE ARE SOME remarkable circumstances attending the issue of the Rules of Court of May, 1889, and the amended rules of June, 1889. The print of the former rules, as supplied for official use, contained no signatures of members of the Rule Committee, but did provide a date at which the rules were to come into operation. The print of the rules of June, 1889, annulling the former rules, although signed by the members of the Rule Committee, does not state any date at which the new rules are to come into operation, nor does it state from what date the rules of May, 1889, are to be annulled.

THE STATEMENT, made by Lord COLERIDGE at the Mansion House dinner, that Lord ESHER and his colleagues in the Court of Appeal No. 1 have offered assistance in taking the place of some of those judges who are away or are specially engaged, confirms a rumour which had been current during some days previously. It is expected that Court of Appeal No. 2 will presently have disposed, not only of the Queen's Bench interlocutory appeals, but also of all the Chancery Appeals, and will be able to take Queen's Bench final appeals while the members of the other division of the Court of Appeal are otherwise occupied.

SOLICITORS WILL OBSERVE with satisfaction the important change which was made in the toast relating to the legal profession given at the Mansion House dinner to the judges. Hitherto, from time immemorial, the toast has been "The Bench and the Bar," and it has been responded to by the senior judge present on behalf of the bench, and by the Attorney-General on behalf of the bar. On Wednesday, however, the toast was divided; "Her Majesty's Judges" being responded to by the Lord Chief Justice, and "The Legal Profession," being responded to by the Attorney-General on behalf of the bar, and by the President of the Incorporated Law Society on behalf of the solicitors. We believe that this change, which gives to solicitors for the first time the recognition to which they are entitled, is due to a suggestion made by Mr. LAKE, and most courteously and promptly acted on by the Lord Mayor. It will be observed that the Attorney-General referred to the change in his speech, and cordially accepted it on behalf of the bar, expressing his gratification that it had been made.

THE INCORPORATED LAW SOCIETY have presented a petition against the Law Clerks (Ireland) Bill, in which an attempt is made in some cases to render unnecessary, and in others to lower the efficiency of, the educational tests at present required before a

person is allowed to enter into articles of clerkship with a view to admission as a solicitor. This would, in the opinion of the Law Society, be a retrograde step, which would not be for the benefit of the public or the legal profession. Under clause 4 of the Bill any person who may have been a paid law clerk for fifteen years to a solicitor, and can produce satisfactory evidence as to faithful, honest, and diligent service for that period, may be admitted to practise on passing the final examination, without service under articles or any other evidence of fitness. Under clause 5 any person who has been similarly a law clerk for seven years may, subject to the like evidence, and on passing the preliminary, intermediate, and final examinations (apparently at the same time), be admitted to practise without having served under articles of clerkship. Power is granted to the Lord Chancellor, the Lord Chief Justice of the Queen's Bench, and the Master of the Rolls in Ireland to dispense, in special cases, with the examinations contemplated by the Bill. The evil effects of the power of exemption from the preliminary examination are keenly felt in England, though they are minimized by the fact that all applications for dispensation are submitted to the Council of the Incorporated Law Society by the Lord Chief Justice and the Master of the Rolls, who in most cases act on the recommendations of the council. It would be a disastrous thing for the profession in Ireland, and probably in England also, if the Bill in question should become law, and we are glad to find that the Law Societies of Ireland and England are taking very active measures towards defeating it, in which we hope they will be successful.

IT IS PROVIDED by R. S. C., ord. 65, r. 12, that "in actions founded on contract, in which the plaintiff recovers, by judgment or otherwise, a sum (exclusive of costs) not exceeding £50, he shall be entitled to no more costs than he would have been entitled to had he brought this action in a county court, unless the court or a judge otherwise orders." On the other hand, the County Courts Act, 1888, enacts, by section 116, that if, in such actions, the plaintiff "shall recover a sum of £20, or upwards, but less than £50, he shall not be entitled to any more costs than he would have been entitled to if the action had been brought in a county court." The difference in the language of these two provisions raises a difficulty in determining what scale of costs shall apply where a plaintiff, in an action of contract, recovers £50 exactly. If rule 12 is to apply, then, undoubtedly, such a plaintiff would be entitled to county court costs only. If, however, section 116 is to prevail, then it is submitted that he could claim High Court costs, upon the ground that section 116, by providing that a plaintiff who recovers less than £50 shall be entitled only to county court costs, by implication at all events, gives High Court costs to any plaintiff who, in an action of contract, recovers a sum "not less" than £50—i.e., £50 and upwards. Probably, however, it would be held, should the suggested difficulty of construction ever have to be solved in court, that there is no real inconsistency between the rule and section in question, as the latter merely provides for the case of a plaintiff who recovers less than £50, leaving rule 12 to apply where £50 exactly is recovered. In other words, the rule and section must, it seems, be read together: *Neaves v. Spooner*, 36 W. R. 257, C.A. It is, however, to be regretted that section 116 was not more carefully drafted, so as to exclude all possibility of doubt as to its meaning.

THE CASE of *Phillips v. Culey* (reported elsewhere) contributes another decision antagonistic to that in *Re Marsh, Mason v. Thorne* (37 W. R. 10). The latter case, upon which we have several times commented (32 SOLICITORS' JOURNAL, 521, *ante*, pp. 150, 448), decided that a power contained in a marriage settlement, and directed to be exercised by will "legally executed and expressly referring to this power or the subject thereof," was executed by a general devise. Mr. Justice NORTH held that, as the objects of the power were unlimited, section 27 of the Wills Act, 1837, applied, and overrode the restriction on the mode of appointment sought to be imposed by the deed. The question soon after arose in the two cases of *Charles v. Burke* (60 L. T. Rep. N. S. 380) and *Re Phillips, Robinson v. Burke* (37 W. R. 504). These referred to similar settlements made by the same testator, each of which contained a direction to trustees to deal with certain funds as the tes-



tator should "from time to time by any writing (but not by his last will or testament or any codicil thereto, unless he shall expressly refer to the said trust fund and premises) order or direct." The first case was decided by KAY, J., and, in considering whether the power was executed by a general devise, he took the ground that, upon the whole terms of the settlement then before him, it was really a power of revocation and new appointment, and was, therefore, on the authority of *Palmer v. Newell* (20 Beav. 32) and *Pomfret v. Perring* (5 De G. M. & G. 775), excluded from the operation of section 27. Apart, however, from this special reason, he appears to have thought the correctness of the decision in *Re Marsh* by no means certain. In the second case, although the terms of the instrument in question were the same, this ground was not taken, but CHITTY, J., relied solely upon the words excluding execution by a will unless it expressly referred to the power. On comparison it will be seen that these are much stronger than the corresponding words in *Re Marsh*, and therefore the cases were distinguishable; but, even if they had been the same, CHITTY, J., intimated that he should have had difficulty in following the latter decision. But the present case of *Phillips v. Cayley* does more than express mere doubt of *Re Marsh*. The power here was to be exercised by the testator "by writing under his hand (not being a will or codicil), or by a will or codicil expressly referring to this power." The words, therefore, are practically the same as those in *Re Marsh*, and KEKEWICH, J., encouraged by the opinions of KAY and CHITTY, JJ., held, in direct opposition to that decision, that a general devise is no execution of such a power. This was upon the ground that section 27 only applies to powers under which the testator can appoint in any manner he thinks proper, and that these words must refer, not only to the objects of the power, but also to the method of its exercise. Hence, when a restriction is put upon such method—as by excluding wills of a particular kind—the testator cannot appoint in any manner he thinks proper within the meaning of the section. This appears to be a very reasonable construction, and, on the particular point in question, the authorities may for the present be taken to be in favour of it; but it must be remembered that, for the section to apply, it is not always necessary for the manner of exercising the power to be unrestricted. In *Hawthorn v. Shedden* (3 Sm. & G. 303) STUART, V.C., following the opinion of Lord ST. LEONARDS, held that a power of appointment, restricted to exercise by will, was sufficiently general to be within the section, and though this differs from the case where the exercise is to be only by a particular kind of will, the decision indicates a possible difficulty. The reasons assigned by KEKEWICH, J., apparently conflict, not only with *Re Marsh*, but also with *Hawthorn v. Shedden*.

### THE THIRD READING OF THE LAND TRANSFER BILL.

We pointed out at the time the Land Transfer Bill was brought in, the shrewdness of the plan which was adopted this session with regard to it. The Lord Chancellor, in introducing it, suggested that it would be convenient that any discussion "either of the principles or of the details of the Bill" should be postponed until it had returned from the Select Committee; and some of the advantages of this course may be seen from a perusal of his speech on Tuesday evening. He urged that the committee had devoted a great deal of time and attention to the subject; that every question raised before it had been fully and carefully considered and debated; that a stronger or more competent committee it would be very difficult to find, and "that the Bill should have passed through such a committee was no small circumstance in its favour." In other words, the discussion of principle and detail having been expressly postponed until after the Bill had been received from the committee, the House was now, when the Bill had returned from the committee, invited to swallow it whole because it had been before the committee! Of course no allusion was made to the narrowness of the majorities by which many of the clauses had been passed in committee.

Nor was this the only advantage accruing from the course pursued. It enabled Lord SALISBURY to make a great point of the "peculiar use which had been made of the forms of the House"—

in that "the speeches made against this Bill have been a succession of speeches in committee . . . the grounds urged against the Bill were not grounds levelled at its principle, were not grounds denying the beneficence of its objects, but grounds of detail, such as objections to expense and machinery, which ought to have been urged and discussed in committee." Lord SALISBURY had no doubt forgotten that the second reading of the Bill was assented to as a mere matter of formality on the express statement, on behalf of the Government, that any discussion "either of the principles or of the details of the Bill" should be postponed until it had returned from the Select Committee. It is unfortunate that there was no one at hand to remind the noble lord of this undertaking.

But even these circumstances do not exhaust the advantages accruing from the course adopted with regard to the Bill. Last year the storm of criticism which burst on the second reading of the Bill came largely from the benches the occupants of which this year smiled complacently upon it, and voted for its third reading. Lord KIMBERLEY last year asked his brother peers, quite fiercely, whether, looking at the compulsion clause, they "desired to be placed under this legal harrow." Lord HERSCHELL also, last year, fell tooth and nail on the measure. By the soothing committee process (or otherwise) all this wrath has been allayed, and this year Lord HERSCHELL is to be reckoned among the warm friends and admirers of the Bill. His newborn zeal led him into at least one statement which we must take the liberty, notwithstanding our sincere esteem for his character and abilities, of terming rather hasty and superficial. He had read in this journal, he said, "the most alarmist statements as to the effect it [the Bill] was going to produce on country solicitors—a large proportion of them would be ruined. . . . If the country solicitors were to be ruined it would be by the money which was going into their pockets, remaining in the pockets of the landowners." One would really have thought that a man of Lord HERSCHELL's capacity would not have laid himself open to the obvious retort that one main reason for objecting to the Bill was precisely that the money would not "remain in the pockets of the landowners," but would go into the coffers of the Land Transfer Office; that many solicitors are to be ruined to enable a vast system of Government offices to be established which are to do solicitors' work and receive the fees which at present go to the solicitors. It is rather surprising that, even with all the advantages we have mentioned, and with Lord SALISBURY's vigorous support, the Bill should only have scraped through by a majority of nine.

One main point of interest in the debate was the frankness with which the Lord Chancellor avowed the absence of any reason for finding fault with the way in which solicitors have conducted the business of land transfer, and the unreasonableness of any outcry against their charges for the work performed by them at present. "He had never joined," he said, "and never would join, in the idle cry against solicitors for the charges they made. They did their duty with great care and success, and if their lordships rendered it imperative to have an investigation into the history of every piece of land, and if people were trained to perform that work, they must be paid for it." This straightforward and honourable testimony will go far to remove the impression created by the defunct Land Transfer Office notice, but the Lord Chancellor appears to have failed to see that, if solicitors perform their duty with care and success, and there is no general demand by the public for a reduction of their charges, there is no necessity for any change in the present system. Lord SALISBURY's testimony, from personal experience, as quoted by the Duke of MALSBOURGH, was that, while "in France the almost fixed charge for conveying land is 12 per cent. on the purchase-money, in this country the charge, according to my experience, does not exceed, as a rule, 4 or 5 per cent."

With regard to compulsion, while the Lord Chancellor spoke with great caution and reserve, Lord HERSCHELL this year came forward as its unequivocal advocate. He based his argument largely on the circumstance that since the Bill was alleged in these columns to be calculated to seriously diminish the profits of solicitors, they would not be likely to advise their clients to avail themselves of it if recourse to it was voluntary. Here, again, we confess we are surprised at the shallowness of a speaker who is justly credited in general with great sagacity and common sense. Granted, for the moment, that solicitors would be so careless of their clients' interests as to do their utmost to dissuade

them from taking advantage of a voluntary system of land transfer which offered really substantial benefits, does Lord HERSCHELL, as a man of the world, think that the opposition of all the solicitors in England could prevent clients from going to the Land Registry Office and registering their titles if they were convinced that it was greatly for their advantage to do so? Clients are not the slaves of their solicitors, and if a system of voluntary registration very much more efficient, speedy, and cheap than the present system of transfer were established, opposition by solicitors would be, in the long run, futile. We think that before Lord HERSCHELL again uses his ill-considered argument he would do well to ponder the following passage from the report of the Land Transfer Committee, 1879:—"Even if it could be shewn that it was for the interest of solicitors to evade the Act, and that every solicitor in England acted from purely selfish motives, there must have been among the many thousands who have bought land since the 1st of January, 1876, some persons, at least, in a position to judge and act for themselves, who, if they really thought that they would gain anything by placing their titles on the register, would not scruple to do so, and who, having once experienced the benefits of the system, would not be slow to shew their appreciation of those benefits by resorting to it again."

Solicitors believe that the Bill is unnecessary and unworkable, but what they say is, let it be tried on its merits: experience will then soon shew whether they are right or wrong.

## TWO RECENT DECISIONS ON THE STATUTE OF FRAUDS.

A RECENT number of the *Law Reports* contained in juxtaposition two somewhat interesting decisions in relation to the effect of the 17th section of the Statute of Frauds, which were both reported in the *Weekly Reporter* in March last. One of these decisions is *Lucas v. Dixon* (37 W. R. 370, 22 Q. B. D. 357), the other is *Hugill v. Alasker* (37 W. R. 390, 22 Q. B. D. 364).

The point decided in the first case was that a memorandum of a contract for the purposes of the 17th section of the Statute of Frauds must, in order to be available in an action on the contract, have been in existence when the action was commenced. This point has been the subject of discussion in previous cases, but cannot perhaps be said to have been absolutely settled till this decision, so far as the 17th section of the Statute of Frauds is concerned, though the authorities seem pretty clear so far as the 4th section is concerned. It will be remembered that there is a difference in the language of the two sections, the language of the 4th section being "no action shall be brought," while the language of the 17th is that no contract shall be "allowed to be good" without a memorandum. The words "no action shall be brought" seem inevitably to imply that the memorandum must be in existence at the date of the writ; but it was suggested that the contract is only "allowed to be good" when the question arises of proving it at the trial, and therefore the case as to the 17th section was not concluded by the authorities with regard to the 4th section. The Court of Appeal declined to give effect to this contention, and we think it clear that they could not possibly come to any other conclusion than they did.

It appears to us plain that, on principle, the existence of the cause of action must be determined by the state of things existing at the time when the action is commenced. The question, then, at issue at the trial really being whether at that date the plaintiff had a good cause of action for breach of contract, the court would have been allowing a contract to be good without a memorandum, if they had decided in the plaintiff's favour on the ground that a sufficient memorandum had since action come into existence. It seems clear that, even since the Judicature Acts, the principle of pleading must be that the matter in respect of which a party sets up a right and claims a remedy must be in existence at the time of pleading. The issue is, not whether the right exists at the time of trial, but whether it existed at the date when it was claimed in the action. For instance, if a plaintiff sues for the price of goods, and the defendant pleads that the period of credit is unexpired, the question is not whether the credit has expired at the trial, but whether it had expired at the date of the writ. Therefore it seems to us

that the question on the words of the 17th section is just as clear as that on the words of the 4th section. Lord Justice FRY observed that the result of the decision was somewhat singular, because, though the plaintiff cannot avail himself of the memorandum which has come into existence since the action in that action, he could have discontinued that action and commenced another. That is no doubt true, but that result is not peculiar to cases under the Statute of Frauds; it would be the same in any case where a plaintiff had brought an action prematurely before a cause of action was complete, which afterwards became complete while such action was pending.

The other case, *Hugill v. Alasker*, turned on the conjoint effect of the 17th section of the Statute of Frauds and the 4th section of the Factors Act, 1877, which enacts that when goods have been sold or contracted to be sold, and the vendee obtains possession of the documents of title thereto from the vendor, any sale, pledge, or disposition of such goods or documents by such vendee so in possession shall be as valid and effectual as if such vendee were an agent or person intrusted by the vendor with the documents within the meaning of the Factors Acts, provided that the person to whom the sale, pledge, or other disposition is made has not notice of any lien or other right of the vendor in respect of the goods. In the case in question, a person having purchased goods from the defendants, obtained from them a delivery order, the price of the goods remaining unpaid, and then sold the goods to the plaintiffs, handing them the delivery order. The value of the goods being over £10, and there being no memorandum of the contract for sale by the defendants, the question was whether the plaintiffs were within the protection of the 4th section of the Factors Act, 1877. The Court of Appeal held that they were.

It seems to us clear, having regard to the objects of the Factors Act, that this decision is in accordance with the justice and good sense of the matter. The question seems to come to this—viz., whether the contract for sale contemplated by the Factors Act, 1877, s. 4, must necessarily be a contract legally enforceable, or whether a *de facto* contract is sufficient? The basis upon which the Factors Acts proceed is that, having regard to the exigencies of business, it is convenient and just that, when a person is intrusted with documents of title to goods in the character of an agent or factor by the owner of the goods, such owner should be bound by the disposition of the goods made by such person. Then the Factors Act, 1877, s. 4, simply puts a vendee of goods to whom possession of the documents of title has been given by the vendor in the same position in this respect as an agent intrusted with the documents. Now it seems to us clearly immaterial to the sort of business equity (if we may be permitted the expression) upon which the provision of the section depends, that the vendee could not have enforced the contract against the vendor for want of compliance with the 17th section of the Statute of Frauds. The material question seems to be, Did the vendor give possession of the documents to the person obtaining possession in the character of vendee of them? If so, clearly, as it appears to us, the situation is that contemplated by the section. The Master of the Rolls pointed out, in giving judgment, that the 4th section of the Factors Act, 1877, is not dealing with the rights of the parties to the contract of sale therein contemplated as against each other (as the 17th section of the Statute of Frauds is), but with the rights of third persons who enter into another transaction on the faith of the possession which the vendee under that contract has obtained of the documents of title, and that to construe the section as importing that there must be a contract in writing which would satisfy the Statute of Frauds would be to do away with the mercantile effect of it, and to take away to a very great extent the protection it was intended to afford.

Lord Justice BOWEN, though relying on similar considerations with regard to the intention of the 4th section of the Factors Act, 1877, to some extent seems to put his judgment on the scope of the 17th section of the Statute of Frauds, which, he says, "really deals rather with procedure than with the actual rights of the parties in cases where no question of procedure comes into play." The expression "procedure," as used by the learned Lord Justice in this relation, clearly does not seem to mean merely practice or mode of legal proceeding. It would appear to include the matter of the existence of a remedy or cause of action as well as the matter of the mode of enforcing the remedy. He shews what he means clearly enough further on when he says:—"In such cases



[i.e., cases within the 17th section of the Statute of Frauds] there may be said to be a good contract without writing, though there cannot be said to be a good actionable contract without writing." This view appears to come to this:—"Allowed to be good" means allowed to be good for the purposes of legal proceedings as between the parties thereto, or, as it would seem, any persons who merely stand in their shoes—i.e., whose rights depend on their rights. It is clear that the essence of the provisions of the Factors Acts is that, as in the case of negotiable instruments, a better title is given to the innocent transferee for value than his transferor had to give him. The sub-vendee or transferee under section 4 of the Factors Act, 1877, does not come in merely by privity with the vendee, or stand in his shoes: he has a superior title. The question is not one of proof or procedure in enforcing a title depending on the contract, but it is whether certain circumstances exist under which a statutory title to the goods, independent, to some extent, of the transferor's title, is created. The statute in substance creates a kind of title by estoppel. The effect is the same as if the original vendor were estopped, as against the innocent transferee, from denying the title of the vendee to whom he had given possession of the documents of title. It seems clear that, looking at the case in that way, the question whether the original contract was or was not enforceable as between the vendor and vendee by reason of the Statute of Frauds is not an essential element in determining the position as between the vendor and the innocent transferee.

## NEW ORDERS, &c.

RULES OF THE SUPREME COURT, JUNE 1889.

### ORDER LV.—Rule 13a.

1. In all cases in which the Court has jurisdiction to appoint new trustees upon petition, an application may be made to a Judge in chambers by summons, and thereupon new trustees may be appointed: and by the same or by any subsequent orders to be made on the same or any other summons for the purpose, such vesting and other consequential orders may be made as the Court has jurisdiction to make upon petition for the appointment of new trustees. Every such summons shall be intitled in the same manner as the petition seeking the like relief ought to have been, and shall be served upon the same persons upon whom the petition ought to have been served.

### ORDER LV.—Rule 15a.

2. No order appointing a new trustee, or for general administration, or for the execution of a trust, or for accounts or inquiries concerning the property of a deceased person or other property held upon any trust or concerning the parties entitled thereto, and no vesting or other order consequential on the appointment of new trustees, shall be made except by the judge in person.

### ORDER LXV.—Rule 18a.

3. After the word "rotation" in Order LXV., Rule 18, of the Rules of the Supreme Court, 1883, insert "or in such manner or order as the Lord Chancellor may from time to time direct."

### ORDER LXV.—Rule 19b.

4. The proper officer, by whom any order directing a taxation of costs shall be drawn up, shall certify upon the order the date on which it was signed, entered, or otherwise perfected.

### ORDER LXV.—Rule 19c.

5. The solicitor having the carriage of the order shall leave at the office of the proper taxing officer within seven days (or such further time as the taxing officer may allow for reasons to be certified by him), after the order was signed entered or otherwise perfected, a copy of it, and (annexed to such copy) a statement containing the names and addresses of the parties appearing in person, and of the solicitors of the parties not appearing in person and in case of default no costs of drawing and copying the bill, nor of attending the taxation, shall be allowed to the solicitor so failing.

### ORDER LXV.—Rule 19d.

6. On the copy of the order being left with the taxing officer, he shall forthwith send by post to the parties appearing in person, and to the solicitors of the parties not appearing in person, a notice fixing a date before which the bills, the taxation whereof is directed by the order, shall (with all necessary papers and vouchers) be left for taxation, and a subsequent date on which the taxation shall be proceeded with.

### ORDER LXV.—Rule 27. Regulation 27a.

7. So much of Regulation 27 of Rule 27 as follows the word "unnecessary," is hereby annulled.

### ORDER LXV.—Rule 27. Regulation 38a.

8. If in any case in which a taxation is directed with a view to the payment of the costs out of a fund or estate (real or personal), or out of the assets of a Company in liquidation, the costs shall have been increased by unnecessary delay, or by improper, vexatious, or unnecessary proceedings, or by other misconduct or negligence, or if from any other cause the amount of the costs shall be excessive having regard to the value of the fund, estate, or assets to which they relate, or other circumstances, the taxing officer shall allow only such an amount of costs as would have been incurred if the litigation had been properly conducted, and shall assess the same at a gross sum, and shall (if necessary) apportion the amount among the parties. The provisions as to the review of taxations shall apply to allowances and certificates under this Rule.

### ORDER LXV.—Rule 27. Regulation 38b.

9. If on the taxation of a bill of costs payable out of a fund or estate (real or personal), or out of the assets of a Company in liquidation, the amount of the professional charges contained in the bill is reduced by a sixth part, no costs shall be allowed to the solicitor leaving the bill for taxation for drawing and copying it, nor for attending the taxation.

10. The Rules mentioned in the Schedule hereto are hereby annulled.

11. These Rules may be cited as the Rules of the Supreme Court, June 1889, and each Rule may be cited by the heading thereof with reference to the Rules of the Supreme Court, 1883.

June 24, 1889.

### SCHEDULE.

#### Rules annulled.

ORDER LV.—Rules 13a and 15a, being Rules 11 and 12 of the R.S.C., December 1888.

ORDER LXV.—Rules 19b, 19c, 19d, 19f, being Rules 44, 45, 46, and 48 of the R.S.C., December 1885.

The Rules of the Supreme Court, May 1889.

(Signed)

HALSBURY, C.  
COLERIDGE, C.J.  
ESHER, M.R.  
NATH. LINDLEY, L.J.  
EDW. FRY, L.J.  
C. E. POLLOCK, B.  
H. MANISTY, J.

In the House of Commons on the 20th inst. Mr. Cozens-Hardy asked the Chancellor of the Exchequer whether, under section 18 of the Customs and Inland Revenue Act, 1889, the *ad valorem* duty of 10s. per cent. must be paid on every contract for the sale of copyholds, although only a duty of 6d. must be paid on a similar contract for the sale of freeholds; whether this would render it necessary to put every contract for the sale of copyholds on the abstract of title, and thus greatly increase the expense and difficulty of dealing with copyholds; and whether the Government were prepared to introduce a Bill in the present session for the purpose of putting copyholds on the same footing as freeholds with respect to stamp duty, and for otherwise amending section 18. The Chancellor of the Exchequer said:—"There is some point in the question of the hon. and learned member, though I am not prepared to admit all that is implied in it. It was certainly not the intention of the Government to increase the expense or difficulty of dealing with copyholds, and the effect of the section referred to is not to put any additional burden upon such transactions, but to alter the stage at which stamp duty became a duty with a view to avoiding risk of loss to the revenue. My attention has, however, been drawn to the inconveniences which may possibly arise in connection with the abstract of title, and I am at present engaged in consultation with my legal advisers for the purpose of obviating any such inconveniences by an amendment of the section."

## CASES OF THE WEEK.\*

## Court of Appeal.

GOSLINGS &amp; SHARPE v. BLAKE—No. 1, 25th June.

INCOME TAX—SHORT LOAN—DEDUCTION OF INCOME TAX FROM INTEREST—16 &amp; 17 VICT. c. 34, s. 40.

This was an appeal from the decision of a divisional court (Lord Coleridge, C.J., and Manisty, J.) reported 22 Q. B. D. 153. The plaintiffs were bankers, and appealed to the Special Commissioners of Income Tax against the assessment made upon them for the year ending April 5, 1887, under Schedule D of the Income Tax Acts. From the profit and loss account of the firm for the three years 1883, 1884, 1885, it appeared that their profits were derived from "taxed" and "untaxed" sources. The firm had regularly made a return for assessment in respect of the untaxed profits. Since January 1, 1885, they had ceased to regard the interest received by them on "short loans" to customers (that is, on loans for periods of less than one year) as forming part of the untaxed profits, and had, consequently, excluded it from their returns. They had arranged with their customers that from that date they would allow income tax to be deducted by the borrower from any interest paid to the firm on loans which were contracted for periods of less than a year. The Special Commissioners stated a case for the opinion of the Queen's Bench Division, and the court held that they were bound by the decision in *Bebb v. Bunney* (1 K. & J. 216) to say that the interest on these short loans was within the words "any yearly interest of money" in section 40 of 16 & 17 Vict. c. 34, and, therefore, that income tax could be deducted from it by the borrower. The surveyor of taxes appealed, and

THE COURT (Lord Esher, M.R., and LINDLEY and BOWEN, L.JJ.) allowed the appeal. Lord Esher, M.R., said that the only question was as to the interest on short loans, which, by the contract, must be repaid in less than a year. The case of *Bebb v. Bunney* did not, therefore, apply, as there this was not necessarily so. Could it be said that within the meaning of section 40 of 16 & 17 Vict. c. 34 interest on such short loans was yearly interest. It had nothing to do with yearly interest. It was true that it might be calculated by a certain rate per cent. per annum, but that did not make it yearly interest in any sense of the word. It was only from yearly interest that the section allowed the borrower to deduct income tax, and therefore it could not be deducted from the interest on these short loans. The court entirely agreed with the view of the section taken by Lord Coleridge, C.J., and Manisty, J., and they only differed from them in thinking that *Bebb v. Bunney* was not applicable. LINDLEY and BOWEN, L.JJ., concurred.—COUNSEL, Sir Edward Clarke, S.G., and A. V. Dicey; Finlay, Q.C., and Pollard. SOLICITORS, Solicitor of Inland Revenue; Woodroffe & Burgess.

HAGGIN v. THE COMPTOIR D'ESCOMPTE de PARIS; MASON &amp; BARRY (LIM.) v. THE COMPTOIR D'ESCOMPTE de PARIS—No. 2, 25th June.

PRACTICE—SERVICE OF WRIT—CORPORATION AGGREGATE—FOREIGN CORPORATION HAVING BRANCH OFFICE IN ENGLAND—R. S. C., 1883, IX. 8.

The question in both these cases was, whether the writ in the action had been validly served upon the defendants, who were a French corporation, incorporated by statutes according to the French law, and carrying on business in France, but having also a branch office in London, the manager of which held a power of attorney from the corporation, which authorized him to manage and direct the operations of the agency in London, to discount and purchase drafts upon Europe and other specified places, and to transact other business connected with banking and discount operations; to effect the recovery of the sums due or of the securities indorsed to the agency; to direct all legal proceedings; to fulfil all formalities; to appoint all solicitors or other legal officials in conformity with the English laws; to exercise in the name of the agency, both as plaintiffs and as defendants, all urgent judicial actions. The actions were brought on guarantees given by the defendant corporation in France, and in each action the writ was served upon the manager of the London office. The defendants took out a summons in each case to set aside the service as irregular, and in each case the judge at chambers, and a Divisional Court (Field and Cave, JJ.) held that the service was regular and refused to set it aside. Rule 8 of order 9 provides that "in the absence of any statutory provision regulating service of process, every writ of summons issued against a corporation aggregate may be served on the mayor or other head officer, or on the town clerk, clerk, treasurer, or secretary of such corporation." On behalf of the defendants it was argued that a foreign corporation could not be sued at all in the English courts, but that, if they could be sued, the writ could not, under rule 8 of order 9, be served on them in England. If service could in any case be effected there, the defendants had not any domicile in England, the London manager being appointed only for certain specified purposes.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., said that the expression "corporation aggregate" in rule 8 was a term of English law, but still it was properly used to describe a foreign corporation such as the defendants. It was well settled that a foreign corporation could have a domicile in England as well as in its own country. In *Newby v. Van Oppen* (L. R. 7 Q. B. 293) it was held that, when a foreign corporation had a branch office in England, service of a writ on the manager of that office would be good service on the corporation. In that case the decision turned on section 16 of the Common Law Procedure Act, 1852, but the words of that section were identical with

those of rule 8 of order 9, and that decision had been followed and had never been dissented from during the seventeen years which had elapsed since it was given. In his lordship's opinion it must now be treated as a binding authority, and it governed the present case. *Nutter v. Messageries Maritimes* (54 L. J. Q. B. 527) was an entirely different case. FRY and LOPES, L.JJ., concurred.—COUNSEL, Bigham, Q.C., and H. Tindal Atkinson; Cohen, Q.C., and Joseph Walton; Finlay, Q.C., and F. W. Hollams. SOLICITORS, Lyne & Holman; Rowcliffe, Rawle, & Co.; Hollams, Sons, Coward, & Hawksley.

HARRIS AND ANOTHER v. SMART—No. 1, 22nd June.

COPYRIGHT—BOOK—REGISTRATION—"TITLE"—ILLUSTRATED CATALOGUE—COPYRIGHT ACT, 1842 (5 &amp; 6 VICT. c. 45), ss. 13, 24.

Appeal from the judgment of the Divisional Court. The action was brought in the Birmingham County Court for alleged infringement of copyright in a book. The defence was that the "title" of the book had not been registered in accordance with the requirements of sections 13 and 24 of the Copyright Act, 1842, and that, therefore, the action was not maintainable. The book alleged to be pirated was an illustrated catalogue of shop fittings sold by the plaintiffs. The plaintiffs registered the title of this book as "Illustrated Book of Shop Fittings." These words nowhere appeared in the catalogue, the outside page consisting of the name of the plaintiffs' firm and a description of the contents of the catalogue, and at the bottom of the first inside page were the words "Illustrated Catalogue and Price List." It appeared that in the plaintiffs' catalogue of 1885 the same words (Illustrated Catalogue and Price List) occurred in the same place on the first inside page and also on the outside page, and were registered as the title; and in the catalogue of 1883 the words "Illustrated Price List" occurred in the same place as the words in the catalogue in question, and were registered as the title. The county court judge held that "Illustrated Book of Shop Fittings" was a mere description and not the "title," and that as the title had not been registered the registration was defective and the defendant was entitled to judgment. The Divisional Court (Mathew and Grantham, JJ.) reversed this judgment. The defendant by leave appealed.

THE COURT (Lord COLERIDGE, C.J., LINDLEY and LOPES, L.JJ.) allowed the appeal. Lord COLERIDGE, C.J., said that the question before them was whether the "title" of the book was registered. A question might arise some day whether, if the book had no title, registration could take place. The present inclination of his mind, though the point had not been argued, was that a statement that the book had no title, coupled with a description of the book, would be sufficient registration. That question, however, did not arise now, as this catalogue had a title, "Illustrated Catalogue and Price List." Whether this was the title was a question of fact, and the plaintiffs' previous conduct shewed that they themselves treated the same or similar words occurring in similar places in two earlier catalogues as the title by registering those words. According to all reason the words, "Illustrated Catalogue and Price List," as interpreted by the action of the plaintiffs, constituted the title, and as those words were not registered the defendant was entitled to judgment. LINDLEY, L.J., concurred. If a book had no title different considerations might arise, as to which he desired to express no opinion. But when once it was seen that the book had a title, the case was easy of determination. This seemed to him to be a question of fact. The previous conduct of the plaintiffs amounted to an admission of fact that the book had a title. The plaintiffs themselves had picked out the words "Illustrated Catalogue and Price List" as the title. The entries in the register must be accurate, and if the book had a title that title must be registered. LOPES, L.J., concurred. The Copyright Act only made registration necessary before bringing an action for infringement. The plaintiffs, to succeed, must prove the registration of (*inter alia*) the "title" of the book. One of the main objects was that the court should have before it a record of the book alleged to be infringed. He wished to express no opinion where the book had no title. But if the book had a title, that title must be registered. The title of this catalogue was "Illustrated Catalogue and Price List," and he was confirmed in this by the conduct of the plaintiffs on two previous occasions in having registered the same or similar words as the title.—COUNSEL, W. Wills; Caballé. SOLICITORS, Burton, Yeates, Hart, & Burton, for Johnson, Barclay, Johnson, & Rogers, Birmingham; J. Westcott.

KING v. LONDON IMPROVED CAB CO. (LIM.)—No. 1, 20th June.

HACKNEY CAB—LIABILITY OF PROPRIETOR FOR NEGLIGENCE OF CABDRIVER—HACKNEY CARRIAGES ACT, 1843 (6 &amp; 7 VICT. c. 86).

This was an appeal by leave from the decision of a divisional court (Lord Coleridge, C.J., and Manisty, J.) refusing to set aside a judgment of the Shoreditch County Court. The action was brought for personal injuries sustained by the plaintiff from the negligence of a man named Moore who was driving one of the defendants' cabs. It appeared that Moore hired the cab and horse daily from the defendants and paid them sixteen shillings per diem for its use entirely irrespective of the amount earned by him in fares. The defendants contended that the relationship that existed between them and Moore was the relationship of bailor and bailee and not of master and servant, and therefore that they were not liable for his acts. The county court judge held that according to the construction of the Hackney Carriages Act, 1843, and the cases of *Povles v. Hider* (6 E. & B. 207) and *Venables v. Smith* (2 Q. B. D. 279) the relationship of master and servant existed between the defendants and Moore, and he directed the jury accordingly. The jury found that the accident was caused by the negligence of Moore, and judgment was entered for the plaintiff. The Divisional Court declined to set this aside, but gave leave to the defendants to appeal.

\* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.



THE COURT (Lord ESHER, M.R., and LINDLEY and LOPES, L.J.J.) dismissed the appeal. Lord ESHER, M.R., said that he had come to the conclusion that the cab proprietor was liable for the negligence of the driver. No doubt the agreement which existed between the defendants and Moore did not constitute the relationship of master and servant. The proprietors did not retain such a control over the driver as to make him their servant. The proprietors could not direct the driver to drive in any particular way or to any particular place. They had not the control over Moore which a master would have over his servant. The cases which turned on the relationship existing between persons hiring the cab and the proprietors did not include this case. This was a case of the liability of the proprietors to a stranger. The case turned on the proper construction of the Hackney Carriages Act, 1843. It was a necessary implication from that Act that it was passed in the interest of the public so as to guard them irrespective of the relations existing between cab proprietors and cabdrivers. Taking the whole of that statute, the proper construction of it was that the cabdriver, although he was not actually the servant of the cab proprietor, was to be deemed to be in his service, and the public were to be entitled to consider them in the position of master and servant and not of bailor and bailee. That view had been clearly expressed in *Venables v. Smith*, and the court agreed with and followed that decision. LINDLEY, L.J., concurred, observing that there was a long series of decisions to this effect. The only exception was *King v. Spurr* (8 Q. B. D. 104) which could, however, be distinguished. LOPES, L.J., concurred.—COUNSEL, *Murphy, Q.C., Gore Browne and English Harrison; C. W. Mathews. SOLICITORS, Tyndall Moore; Hugh Godfray.*

### High Court—Chancery Division.

Re DE ROSAZ, RYMER v. DE ROSAZ—North, J., 25th June.

CHARITABLE BEQUEST—VALIDITY—MORTMAIN—9 GRO. 2, c. 36.

The question in this case was as to the validity of some charitable bequests made by the will of a testator, who was a Frenchman by birth, but who had lived for many years and was domiciled in England, where he died in September, 1876. The plaintiffs were the trustees and executors of the will. The action was brought for the administration of the testator's estate, and it now came on for further consideration. The testator had a house in London, and another house in Arundel-terrace, Brighton. He was a Roman Catholic. By his will he made various bequests to his wife, and he gave her a life interest in all his other property. She had died since the testator. After the death of his wife the testator made provision out of the residue of his estate for various charitable objects. He stated that he had "created and endowed at Montmélian, in France, seven different establishments, the first of them being an orphan asylum for thirty girls," and he made further provision for it and the other six establishments. He bequeathed 6,000*l.* of annual and perpetual French Rentes Five per Cent. to the "Catholic Orphans' Asylum of Thirty Girls of St. Joseph in Brighton, now standing in Upper St. James's-street." "No capital of this said rentes of 6,000*l.* shall be given to the said orphans of those thirty girls of St. Joseph; but such 6,000*l.* of my French Rentes Five per Cent. remaining to be distributed shall be converted in nominal and perpetual rente, as directed, for the Orphans' Asylum of Montmélian." The testator gave and bequeathed to his executors and trustees absolutely the leasehold of his house in Arundel-terrace, and all his real estate, and he expressed a wish that the Catholic Orphans' Asylum of Thirty Girls of St. Joseph "above created" should be transferred to his residence in Arundel-terrace. The testator appointed as his general executors and trustees (appointing other trustees for the purpose of his bequests to the institutions in France), among others, the Mayor for the time being of Brighton and the rector for the time being of St. Nicholas' Church, Brighton. The will contained the following:—"Regulations concerning Brighton Trust.—After the death of my wife, in the event of her surviving me, or after my death, in the event of my surviving her, my trustees shall be remaining and possessed of all my personal estate and personal property in trust to use, employ, devote, and distribute all the said dividends, interest, and income for the creation and maintenance, in the first instance, of the Catholic Orphans' Asylum of Thirty Girls of St. Joseph, as aforesaid stated. After the creation of this Catholic asylum, to create another orphans' asylum for thirty Protestant girls. After the creation of these two orphans' asylums, Catholic and Protestant, of thirty girls each, to create, if possible, an institution of relief and assistance for the infirm, to be named 'Rozaz Relief-house for the Infirm,' and, after the creation of those three institutions, to create, if possible, an institution or relief-house for the distressed persons, to be named 'Rozaz Relief-house for Distressed.' The first orphans' asylum must be created and completed before the creation of the second; the second must be completed before the third; and the third before the fourth." The will contained the following "additional instructions":—"Concerning the Catholic Orphans' Asylum of thirty girls in Brighton, and the Protestant Orphans' Asylum of thirty girls also, and the two establishments for infirm and distressed persons. This Catholic Orphans' Asylum of St. Joseph is now in Upper St. James's-street. No endowment has been made yet, only my wife is now maintaining four orphans in this establishment, under the direction of the Very Rev. Canon Rymer, at the rate of £13 yearly for each of the four, as above stated. I have at heart to have thirty Catholic girls in the said establishment, and for such purpose as above stated I gave, and I give and bequeath, to the said asylum a fresh rente annual and perpetual of 6,000*l.* yearly, to be converted in the form and manner as above prescribed; but this rente of 6,000*l.* yearly being insufficient to pay the maintenance of thirty girls, I direct my trustees to devote and pay out of my annual income of my estates such

additional sum to have complete always the number of thirty girls, orphans, admitted. Again I express my great desire that the Orphans' Asylum of Thirty Catholic Girls, Orphans of St. Joseph, shall be established in the house where we are now living, No. 1, Arundel-terrace." In the course of the administration of the estate an order had been made for the sale of the testator's house in Arundel-terrace (which had been sold accordingly), and for the payment of the income of certain funds (but not of capital) to the Catholic orphanage of St. Joseph, mentioned in the will. This order appeared to have been made without any serious contest. The question now arose, whether the gifts for the creation of a Protestant orphan asylum, and of two relief houses, were or were not invalid under the Mortmain Act. On behalf of the testator's next-of-kin it was argued that the due execution of the trust relating to the Protestant orphanage would require the acquisition of land by the trustees, and that, consequently, the gift was invalid. Even if the trust could be carried out by hiring a house on a short tenancy, that would be contrary to the intention of the Act. It did not signify that the interest in land was small; however small it was, it was still a violation of the Act to give it by will to a charity. In some cases, no doubt, a distinction had been taken between the acquisition of land by purchase and the hiring of a house, but those decisions were founded on a misconception of the Act. A gift to a charity of an interest in land to last for only a week would be void, and a gift of money which must be employed in acquiring such an interest must be equally void. The order already made as to the St. Joseph's Orphanage did not govern the Protestant orphanage, because in the former case the institution was in existence before the will, and it would not be necessary to bring fresh land into mortmain. On behalf of the Attorney-General it was contended that the gifts for the Protestant orphanage and the houses for relief stood on the same footing as the gift to the St. Joseph's Orphanage, and were in principle governed by the order already made as to that. Reliance was placed on cases which had established the distinction between the purchase and the hiring of land, and it was contended that a gift merely of income, such as that in the present case, had never been held invalid.

NORTH, J., held that the gifts in question were valid. Some little difficulty might have arisen, but it had been removed by the order already made in the action with regard to the gift to the St. Joseph's Orphanage. He referred to that gift only for the purpose of seeing what light it threw upon the other gifts. It had been found by the chief clerk's certificate that the St. Joseph's Orphanage was kept open during the testator's lifetime, a certain number of girls being maintained at a house in St. James's-street, which was hired for the purpose, though not by the testator. That was a charitable institution of a somewhat precarious nature, which the testator desired to strengthen. The chief clerk had also found that the freehold of the house had since the testator's death been acquired for that institution by someone. The testator wished the institution to be transferred to his own leasehold house. That amounted to an express direction for the employment of impure personality in a mode contrary to the Mortmain Act, and the court had directed the house to be sold. But that direction did not affect the validity of the rest of the gift. The gift was a good charitable gift, and the court had so dealt with it. It was contended that the gift to the Protestant orphanage was addressed to the bringing of land into mortmain—that the orphanage could not be established without the acquisition of land. The words of the two gifts were, however, in substance identical. The only difference was that the one institution was already existing, and the other was not. But the St. Joseph's Asylum existed in only a precarious state, and more remained to be done for its establishment, and that which had to be done had been ascertained by the direction of the court. That which had to be done for the establishment of the Protestant orphanage was of the same kind, and what the court had directed to be done in the one case must be legal in the other, and similar directions must be given for carrying out the trust. In the cases which had been referred to a clear distinction had been drawn between the acquisition of land by purchase by an outlay of capital and the use of land for a temporary purpose by hiring it. The distinction had been established for many years, and he must follow those cases, whatever he might have thought if he had had to consider the point for the first time. He did not see that in the present case it would be necessary to apply any part of the income in the acquisition of land, but, if it would, that application would have to be made only to such an extent as the cases shewed to be legal.—COUNSEL, *Coxens-Hardy, Q.C., and Jason Smith; Napier Higgins, Q.C., and H. Greinwood; Montague Crackanthorpe, Q.C., and Brabant; Ingle Joyce. SOLICITORS, R. S. Taylor, Son, & Humbert; E. S. Carr; F. A. Brabant; Hare & Co.*

PHILLIPS v. GAYLEY—Kekewich, J., 21st June.

GENERAL POWER OF APPOINTMENT BY WILL—EXERCISE—CONTRARY INTENTION—WILLS ACT (1 VICT. c. 26) ss. 10, 27.

By a settlement made in 1884 trusts of a sum of stock were declared "for such person or persons and for such purposes as the said H. R. Phillips shall at any time or times or from time to time by writing under his hand (not being a will or codicil) or by a will or codicil expressly referring to this power, appoint." H. R. Phillips made a will and codicils in which no express reference was made to the power of appointment or to the settled property; he however bequeathed all his personal property to trustees upon certain trusts. He died in 1886. The question now raised was whether the will and codicils operated as a valid exercise of the power. Section 27 of the Wills Act provides that "a bequest of the personal estate of the testator or any bequest of personal property described in a general manner shall be construed to include any personal estate or any personal estate to which such description shall extend (as the case may be) which he may have power to appoint in

any manner he may think proper, and shall operate as an execution of such power unless a contrary intention shall appear by the will." The plaintiff contended that there was no valid exercise of the power, and relied on the decisions of Kay, J., and Chitty, J., which are referred to in the judgment. The defendants, the trustees of H. R. Phillips's will, argued that by virtue of sections 10 and 27 of the Wills Act the will and codicils were a good exercise of the power, and they cited *Re Marsh, Mason v. Thorne* (37 W. R. 10, 38 Ch. D. 630).

KERWICH, J., said it was unnecessary to consider the question of whether a contrary intention appeared by the will. The effect of sections 27 and 10 of the Wills Act was, that where a testator having power to appoint in any manner made a general bequest, the latter operated in execution of the power and no further formalities were required for its proper exercise. The settlor in the present case had divided writings into three classes—(1) Those which were not testamentary; (2) Those which were testamentary but contained a reference to the power; (3) Those which were testamentary but contained no reference to the power. Now the settlement provided that the power might be exercised by a writing in class (1) or class (2), but not by a writing in class (3). Was there anything contrary to the Wills Act in such a provision? As a matter of language, the power given to the testator clearly was not to be exercised "in any manner he may think proper"; one class of writings was excluded in clear terms. The generality referred to in the statute did not exist in this case. It had been contended that the words "in any manner" had reference to the objects to be benefited, and not to the mode of execution, but his lordship, being of opinion that those words obliged the court to have regard to the different modes pointed out, held that the testator had not power to appoint in any manner he thought proper, because a particular class of writings—class (3)—was expressly excluded. Section 27 did not refer to formalities of testamentary execution, but to something of substance which had to be inserted in the body of the will. That was his lordship's opinion, but there were some authorities to be considered. There was a case in which North, J., had held the contrary, the case of *Re Marsh, Mason v. Thorne*. Under ordinary circumstances he would have followed this decision, but the very same question had come before two other judges of the Chancery Division. In *Charles v. Burke* (60 L. T. N. S. 380, W. N., 1888, p. 244) Kay, J., had held that the wills and codicils of Mr. Phillips did not operate as an exercise of a power of revocation, together with a similar power of appointment under another settlement. That decision was based on another ground, but from the shorthand note of the argument it was clear that Kay, J., doubted the correctness of the decision in *Re Marsh*. The same question as that in the present case came before Chitty, J., in *Re Phillips, Robinson v. Burke* (ante, p. 415), and he distinguished the case from *Re Marsh*, but there was not a doubt but that his opinion was directly contrary to the opinion of North, J. In the present case, therefore, his lordship was not only at liberty, but bound to express his own opinion, which differed from that of North, J., in *Re Marsh*, and was that the will and codicils did not operate as an execution of the power, and therefore the plaintiff's contention succeeded.—COUNSEL, *Warrington, Q.C.*, and *Warrington; Barber, Q.C.*, and *Archibald Allen; Bramwell Davis, and Bristowe*. SOLICITORS, *Sandford, Potter, & Kilmington; Allen & Co.*

### High Court—Queen's Bench Division.

FLEMING v. DOLLAR—20th June.

PRACTICE—PLEADING—LIBEL—JUSTIFICATION AS TO PART, AND PAYMENT INTO COURT—R. S. C., XXII., 1.

This was an appeal from an order of Pollock, B., directing that the defence in the action should be struck out. The action was for libel. The plaintiff was a veterinary surgeon, and complained of the publication of a letter in a newspaper imputing to him cruelty in performing operations on horses for the vice of roaring. The defendant, in his defence, pleaded that, except as thereafter admitted, the letter complained of was fair comment on a matter of public interest, and that, to the extent of facts therein stated, it was true in substance and in fact. He then set forth certain facts, but admitted that part of the letter was not justified by those facts, and could not be considered in every respect fair comment, and he brought into court forty shillings as sufficient to satisfy the plaintiff's claim. Pollock, B., having ordered that the defence should be struck out, on the ground that, by ord. 22, r. 1, it is not open to a defendant in an action of libel to deny liability and at the same time to pay money into court, and also on the ground that it was embarrassing, the defendant appealed. It was argued on his behalf that a defendant in an action of libel may sever his defence—that is, justify as to part of the libel, and pay money into court as to the other part. This followed from the case of *Mountney v. Watton* (2 B. & Ad. 673), and in *Edwards v. Bell* (1 Bing. 403) it was said that it was sufficient if the substance of the libellous statement be justified; see also *Weaver v. Lloyd* (2 B. & C. 678). The difficulty was, in each particular case, to separate what was justified from what was not justified. Here the facts relied on for justification were clearly set out. And it was impossible to go further, and pick out particular expressions, and say they were true, though others were not true. The defendant was entitled to say that if there was anything in the libel which was not justified by the facts so set out, he paid money into court in respect thereof. This right was not intended to be altered by ord. 22, r. 1. Neither was the pleading embarrassing, as it was clear to the plaintiff what the defendant charged against him.

THE COURT (LORD COLERIDGE, C.J., and HAWKINS, J.) dismissed the appeal. The defendant admitted that the publication complained of was

libellous, and his defence shortly was this—he set out certain facts which he said justified, at any rate, part of the libel, and if there was anything more in the libel over and above what he so justified he paid forty shillings into court in respect of such part. This was the very sort of defence which the alteration in the rule (ord. 22, r. 1) made after the decision in *Hawksley v. Bradshaw* (28 W. R. 55) was intended to prevent. Where a libel could be split up into distinct parts, the cases cited shewed that the defendant might justify as to part only. But, on the other hand, there was the dictum of Lord Campbell in *Reg. v. Newman* (2 E. & B., at p. 577), that a plea of justification is one and entire. Here, without separating the part of the libel which was justified from that which was not, the defendant attempted to evade the rule by denying liability and at the same time paying money into court. And, further, the pleading, if allowed to stand, would be embarrassing to the plaintiff. Therefore it was rightly ordered to be struck out.—COUNSEL, *C. W. Matheson; Finlay, Q.C.*, and *R. Bray*. SOLICITORS, *Sykes; H. C. Godfray*.

### LAW SOCIETIES.

#### THE INCORPORATED LAW SOCIETY.

Notices of motions at the Annual General Meeting to be held on the 12th of July, 1889.

Mr. A. H. HASTIE will move:—

"1. That in the opinion of this meeting the president of the society committed an error of judgment when he stated, in regard to the resolution for abolishing the solicitors duty, that he would do nothing to facilitate what he believed to be the most pernicious motion which had been carried in that hall for some time."

This motion will be taken immediately after the discussion on the society's accounts, and before that on the annual report.

"2. The president, on behalf of the council, will move the adoption as new and additional bye-laws of the rules of debate prepared by the committee appointed at the Special General Meeting of the society held on the 12th of April, 1889."

"3. The president will ask for the decision of the meeting on a petition presented to the council, asking that the hall should be closed at the same time and on the same occasions as the library, except that the hall should remain open till 6 p.m. on Saturdays, and will, in order to raise discussion, move that the prayer of the petition be complied with, and that the council be authorized to take the necessary steps for that purpose."

Mr. CHARLES FORD will move:—

"4. That the official report of the general meeting held on the 12th of April last, does not convey a sufficiently accurate statement of what passed as regards Mr. H. M. Low's motion on the subject of the certificate duty."

Mr. EDMUND KIMBER will ask:—

"5. What steps the council has taken, if any, in conjunction with the Bar Committee and the Lord Chancellor and other authorities, or otherwise, to promote the carrying out of the recommendations of Lord Esher's committee by rules of court or Act of Parliament?"

"6. What steps have been taken in furtherance of the establishment of a court of appeal in criminal cases, and enabling all accused persons to give evidence, both of which projects have from time to time been approved of by the society?"

Mr. KIMBER will move:—

"7. That the administration of justice in consular courts is defective, and that proper provision ought to be made for insuring the due discharge of judicial functions in those courts."

"8. That the council invite the members of the society to form a defence committee and a special defence fund for the purpose of aiding solicitors who are members of the society to defend themselves from the unjust and unwarrantable attacks which are now so frequently made upon them."

Mr. CHARLES FORD will move:—

"9. That in the opinion of this meeting the interests of the society require that the club should give up to the society possession of the club premises, and the council are hereby authorized and directed to give the necessary notice to quit provided by the resolution of the society passed on the 11th of July, 1884."

"10. That owing to the proceedings of the society in the two cases of Mr. G. Mayor Cooke, in the Court of Appeal, and also that of a solicitor before the Court of Appeal on the 20th of May, both proving abortive, it is only just that the payments out of pocket of each of the two solicitors in question should be borne by this society."

"11. That in view of the course taken by the president upon Mr. H. M. Low's motion *re* annual certificate duty, at the last general meeting, where at a general meeting of the society a resolution is adopted which in the opinion of the council does not reflect the views of a majority of the members of the society, it shall be the duty of the council to take a poll of the members as follows: The secretary shall, not later than ten days after the day when such a general meeting took place, forward a voting paper to every member of the society, whereby each member can vote for or against such resolution. The voting paper shall set out the resolution, and the provisions of bye-law 18 shall, *mutatis mutandis*, regulate the proceedings in connection with taking such poll."

"12. All resolutions of the society shall be forthwith acted upon by the council, except that the council shall delay acting upon any resolution as to which voting papers are to be issued, until the decision arrived at by the agency of such voting papers is known, and the council shall then act accordingly."



"13. It shall not be competent for the chairman of any general meeting to discuss the subject matter of any notice of motion, either before the motion is made, or after the reply of the mover, or after it has been disposed of, nor shall such chairman otherwise attempt to sway the deliberation or the decision of those over whom he presides."

"14. That in bye-law 17a, the word 'six' shall be substituted for the word 'twelve.'"

Motions Nos. 11 to 14, inclusive, propose the repeal or alteration of existing bye-laws 15 (8) and 17a, and the enactment of new bye-laws; and will be governed by the provisions of bye-laws 19, 20, and 21.

If the report of the committee on the Rules of Debate be not ready or be not discussed, motions Nos. 11 to 14 will stand over, as being more convenient to consider with that report.

Mr. F. K. MUNTON will ask:

15. What steps have been taken under the resolution based upon his paper read in 1887 with reference to chancery sittings.

#### RULES OF DEBATE.

The following is the report of the committee on this subject appointed at the special general meeting held on the 12th of April, 1889.

Your committee have held four meetings, and have carefully considered all suggestions made to them, including various suggestions submitted to them by Mr. Herbert M. Low. Your committee present, herewith, the draft rules which they have approved, and which they consider to be desirable and sufficient to satisfy the present requirements of the society. Your committee recommend that these rules be adopted as new and additional bye-laws.

On behalf of the committee,

BENJ. G. LAKE, Chairman.

19th June, 1889.

Motion 1.—The following bye-laws are hereby adopted, and shall be inserted immediately after bye-law 18.

18a. The following rules of debate shall be observed at all annual and special general meetings:

1. In case any debate shall arise upon any subject, no member shall be permitted to speak more than once upon the same question, except that the mover of any resolution shall be allowed to speak in reply, after which the debate shall be closed.

2. The mover of an original motion shall not, against the evident sense of the meeting as expressed by the chairman, speak for more than fifteen minutes; no other speaker shall, nor shall the mover in reply, as against such evident sense expressed as aforesaid, speak for more than ten minutes.

3. Any member desiring to move the previous question, or that the question be not now put, shall do so by moving that the meeting do proceed to the next business.

4. The mover of a motion for the adjournment either of the meeting or of the debate, or that the question be now put, or that the meeting do proceed to the next business, may speak for not more than five minutes, and any such motion shall be seconded without a speech. One member (the mover of the motion or amendment under discussion to have the preference) may speak for five minutes in opposition to any such motion, which shall then be put by the chairman without debate.

5. A member who has spoken may, by permission of the chairman, be again heard in explanation; but he shall not introduce new matter, or interrupt a member who is speaking.

6. Whenever an amendment upon an original motion has been moved and seconded, no second or subsequent amendment shall be moved until the first amendment shall have been disposed of. If an amendment be carried, the motion as amended shall take the place of the original motion, and shall become the question upon which any further amendment may be moved.

7. No member shall move more than one amendment upon any motion.

8. No resolution shall be binding on the society until it has been adopted by the council, or has been confirmed at a second general meeting.

9. The chairman may call the attention of the meeting to continued irrelevance, tedious repetition, unbecoming language, or any breach of order on the part of a member, and may direct such member to discontinue his speech.

18b.—At least fifteen days' written notice shall be given to the secretary before the day for holding any annual or special general meeting of any motion to be moved, or proposition to be considered, at such meeting.

Motion 2.—Sub-section 10 of Bye-law 15 is hereby repealed.

#### UNITED LAW CLERKS' SOCIETY.

The fifty-seventh anniversary dinner of this society was held on Wednesday evening at the Freemasons' Tavern, Lord Herschell in the chair. About 250 gentlemen were present, including Mr. W. C. Gally, Q.C., M.P., Mr. F. O. Crump, Q.C., Mr. Phipson Beale, Q.C., &c.

The society has distributed since its foundation £30,356 on death of members, and £17,331 to sick members, besides providing superannuation to the amount of £1,382 last year, and making grants out of the benevolent fund to the amount of £504, and accumulating a reserve fund of £79,415 to meet future contingencies. During the last year 56 members have been admitted, but notwithstanding this increase of membership the committee, not satisfied with their past achievements in doing good to others, complain that the membership of 919 is much less than it ought to be. The usual loyal toasts having been duly honoured.

The CHAIRMAN proposed the toast of the evening, "Prosperity to the United Law Clerks' Society." He said it was well that the whole pro-

fession of the law should be bound together by some bond of unity, and what could more fitly bind them together than the gracious work of charity, in which all branches could stand together on a solid platform of good works. The good already done would be best appreciated if they could realize how much suffering had been alleviated by the £17,000 granted to members in sickness, and the £30,000 given on the occasions of death in their ranks, besides the amount granted out of the benevolent fund. It was a noble thing that when joined together they should not be content with helping themselves, but gave a kindly thought to those who had not joined them. The society was one that had great claims on everyone connected with the law, and he heartily wished it prosperity.

In response to the appeal, subscriptions to the amount of £400 were announced.

#### LAW ASSOCIATION.

An extraordinary general court will be held at the hall of the Incorporated Law Society on Thursday, the 11th of July next. To consider whether the life subscription should be reduced to ten guineas, and the annual subscription to one guinea, and, if so, to make such alterations in the rules as may be necessary. Mr. Clabon has given notice of his intention to move:—"That it is desirable that a chairman and vice-chairman of the board of directors be appointed, and that Sidney Smith, Esq., be appointed chairman, and Edwin Hedger, Esq., vice-chairman, for the ensuing year." The chair to be taken at three o'clock precisely.

#### LAW STUDENTS' JOURNAL.

##### THE INTERMEDIATE EXAMINATION.

It is rather surprising that in Head I. no question appears to have been asked on the chapter in the later editions of Stephen on the Conveyancing and Settled Land Acts. In other respects the questions in this branch were pretty fairly distributed over volume I, though we should not omit to mention that two questions are taken close together from the chapter on deeds. The practice of taking two questions together from the same chapter should be avoided, as it tends to leave somewhat too much to chance in the case of shaky candidates. Head II. was harder on the whole than Head I., and if possible it should be, as this branch is on practically half as much matter as the former; but care should be taken by examiners in rejecting a candidate under this head. We are always sorry to see a bulletin from the society that the candidate failed, "more particularly in Head II.," as "more particularly" savours of common form, and for a candidate to fail in this head who has passed in the other two, which cover far more reading, seems hard; we presume, however, that his failure must have been pretty complete. We can quite understand a goodly number of failures in Head II. at the present examination, although none of the questions were particularly hard. An ordinary student might reasonably find fault with the number of practice questions at the end of Head III.

##### THE FINAL EXAMINATION.

We subjoin two specimen papers, with references to correct answers. The Common Law and Bankruptcy paper we consider well adapted to test a candidate all round, but the paper on Criminal Law and Practice is in some respects absurd. Such questions as "Define an agricultural gang," and "Give number and chapter of the statute" (which, it should be observed, occurs twice), are questions of a kind which ought not to be allowed at these examinations.

##### COMMON LAW AND BANKRUPTCY.

1. What matters must be proved to the satisfaction of the court or a judge by an applicant for relief by way of interpleader? (ord. 57, r. 2).
2. No demurrer being allowed under the present practice, what are the proceedings in lieu thereof? (ord. 25, r. 2).
3. In an action for libel the defendant has not, in his defence, asserted the truth of the statement complained of. Is he entitled on the trial, with a view to mitigation of damages, to give evidence in chief as to the character of the plaintiff? (ord. 36, r. 37).
4. Suppose that a person fraudulently obtains goods under circumstances which would render him liable to be indicted, and that he afterwards sells the goods and receives the proceeds of the sale, to what alternative proceedings is he liable? (Chitty on Contracts, 11th ed., pp. 393 and 566).
5. "What is reasonable cause of suspicion to justify arrest is neither a question of law nor of fact." Explain this statement (Pollock on Torts, p. 192).
6. State the doctrine of "common employment" as it stood before the "Employers' Liability Act, 1880" (Pollock's Law of Torts, pp. 85-89).
7. When is slander actionable? (Pollock's Law of Torts, pp. 206, 207).
8. What is the difference between a charter-party and a bill of lading? (Smith's Mercantile Law, pp. 289 and 297).
9. H. being a husband and W. a wife living with each other, how is the implied authority of W. to bind H. for necessaries liable to be rebutted? (Chitty on Contracts, pp. 164, 165, &c.).
10. What is meant by indorsing a bill sans recours? (Byles on Bills, pp. 45 and 176).
11. How may "secondary evidence" be given of the contents of documents? (Powell on Evidence, pp. 64 and 65).
12. Describe the status of an undischarged bankrupt (Broom's Common Law, 7th ed., pp. 590, 591).

13. State some of the main points of difference between "apparent possession" under "the Bills of Sale Act, 1878," and "reputed ownership" under "the Bankruptcy Act" (Baldwin's Bankruptcy, p. 275).

14. When a lease is disclaimed, what is the position of a surety for the rent? (Baldwin's Bankruptcy, p. 185, and see also *Re Cock, Ex parte Shilson*, 57 L. J. Q. B. D. 169).

15. Mention any exception to the rule that no man may prove in competition with his own creditors (Baldwin, p. 343).

#### CRIMINAL LAW AND PRACTICE.

1. If a person be found playing or betting by way of wagering in any street, road, highway, or other open public place, at or with any table or instrument of gaming at any game or pretended game of chance, can such person be proceeded against criminally and convicted, and, if so, as what, and by what tribunal, and how punished? (Harris's Principles of Criminal Law, p. 143, and *Largish v. Archer*, 31 W. R. 183).

2. How does a person become an authorized pedlar, and how is such authority obtained? Is a person acting as a pedlar without legal authority liable to punishment, and, if so, what? (Stone's Justices' Manual, p. 563, &c.).

3. Define an agricultural gang, and give number and chapter of Agricultural Gangs Act (Stone's Justices' Manual, p. 95).

4. When a prisoner is indicted and will not plead to such indictment, has the court any, and, if so, what, power to enter a plea on behalf of such prisoner? (Harris's Principles of Criminal Law, p. 397).

5. How is sentence of death now carried out, and has any enactment of the present reign altered the law upon this subject; if so, state the number and chapter of the statute? (Harris's Principles, p. 507, and 31 Vict. c. 24, s. 2).

6. Define—

1. Burglary at common law (Harris, p. 271).

2. Affray (Harris, p. 111).

3. Sedition (Harris, p. 57).

#### THE JUDGES AT THE MANSION HOUSE.

ON Wednesday evening a banquet was given at the Mansion House in honour of her Majesty's judges. The Lord Mayor presided, and among the guests present were the Lord Chief Justice of England, Lords Fitzgerald, Hobhouse, and Macnaghten, Lords Justices Lindley, Bowen, Fry, and Lopes, Justices Denman, Manisty, Mathew, Cave, Chitty, North, Day, A. L. Smith, Grantham, Stirling, Kekewich, and Charles, the Attorney-General, the Solicitor-General, County Court Judges Stonor, Bacon, and Powell, the Lord Advocate, the Solicitor-General for Ireland, the Solicitor-General for Scotland, Mr. B. G. Lake, President of the Incorporated Law Society, Sir Henry Parker, Sir Arnold White, Sir Augustus Stephenson, Sir Charles Russell, Q.C., M.P., Sir Horace Davey, Q.C., M.P., Sir William Hardman, &c.

The LORD MAYOR, in proposing the toast of "Her Majesty's Judges," said they furnished the highest ideal of law and order combined with constitutional liberty, of a perfect and fearless impartiality, and of the greatest intellectual attainments.

The LORD CHIEF JUSTICE, in acknowledging the toast, said he was addressing the assemblage nearly at the close of the judicial year, when their hopes had been a little frustrated and their prospects were somewhat dark. The Chancery Division was always equal to the occasion, and was well abreast of its work. The Court of Appeal, though temporarily deprived of the services of one of the greatest lawyers of the country (Lord Justice Bowen), was almost abreast of its work too. But the Queen's Bench Division was in a somewhat unenviable position. For nearly a twelvemonth the Queen's Bench had been deprived of the services of two of its ablest, strongest, and most energetic judges, not from any fault of the Division, but because the Government and the Parliament of this country had thought fit to occupy their energies in a most important political investigation. He made no complaint, but he trusted those things would be taken into account when the end of the year arrived. He had known the English judges as a body, man and boy, for something like fifty years; and speaking of the judicial body as a whole, he could say sincerely, if with some partiality, that he did not believe in that time there had been any body of men more able, more learned, more upright, of more absolutely unbending independence, more devoted to their duty with a sole eye to the public service, than that body of which they were now the representatives.

The LORD MAYOR next proposed "The Legal Profession."

The ATTORNEY-GENERAL, who was very cordially received, in acknowledging the toast, said that the Lord Mayor had altered the title of the toast for the first time in a way which would be acceptable to the whole of the legal profession. He pointed out that the hindrances to rapid despatch of business in the courts told more heavily against the junior branch of the profession than any other. Speaking in their interest, he hoped to see soon a greater economy of judges' time, so that there should be no ground for complaint as to the delay of public business.

Mr. LAKE thanked the Lord Mayor for the courtesy which he had extended to solicitors by recognizing them as part of the legal profession, a recognition which they had well earned. He referred to observations by the Lord Mayor as to the character given to solicitors in certain of Charles Lever's novels and in dramatic plays of that date, and pointed out the great difference which existed between solicitors of the present day and solicitors of fifty or sixty years ago, and he pointed out that the improved education and training, the greater knowledge of law, and the higher

social standing which solicitors had reached had been entirely owing to their own exertions; that they had, on their own motion, established very searching examinations, a very strict code of discipline, and a high standard of professional etiquette. He added that, though it was true that he could only refer to their lordships (the judges) with feelings of awe and reverence, and was forbidden to make their office an object of legitimate ambition, he could appeal to their lordships, as more able to appreciate than any other body of men in the country, how much the conduct of litigation owed to the worthy performance, and how much was lost by the unworthy performance of the duties which devolved upon solicitors. He thanked the Attorney-General for the good fellowship with which he had welcomed the alteration in the toast and the cordial reception which he had given to it, and concluded by saying that, whatever might be the future of the legal profession in England (and he for one desired that it would not undergo any material alteration), solicitors would always be valued in the City of London and throughout the country as the necessary advisers in the conduct of business, of which, however, litigation, with which solicitors' names were in the public mind chiefly associated, formed but a small part. He thanked the Lord Mayor for the cordial way in which he had proposed the toast, and the assembled company for the reception they had given it, and added that he had accepted the toast on behalf of the solicitors of England as a recognition that solicitors had honourably and faithfully performed the duties intrusted to them—that they had not failed to recognize that the interests of the public were, when rightly considered, identical with the interests of the profession, and that so long as solicitors maintained the high standard to which they were expected to attain, so long would they be recognized as entitled to honourable consideration.

#### LEGAL NEWS.

##### OBITUARY.

MR. ALFRED HENRY STONHOUSE VIGOR, barrister, died at his residence, 32, Great Cumberland-place, on the 24th inst. Mr. Vigor is the son of the Rev. Henry Stonhouse Vigor, and was born in 1832. He was educated at Ilminster Grammar School, and at St. John's College, Cambridge, and he was called to the bar at Lincoln's-inn in Michaelmas Term, 1860. He practised on the Western Circuit, and he had a considerable criminal business. He was for many years a revising barrister, and he was recorder of Penzance from 1877 till 1883, when he was appointed recorder of Southampton. Mr. Vigor was married in 1867 to the youngest daughter of Mr. William Bird, of Crouch Hall, Hornsey.

MR. WILLIAM HARPER, solicitor, of Bury, died on the 4th inst., in his seventy-seventh year. Mr. Harper was the eldest son of Mr. William Harper, and was born in 1813. He was educated at University College, London. He was admitted a solicitor in 1836, and he had practised for about half a century at Bury. He was a perpetual commissioner for Lancashire, and he was formerly clerk to the borough magistrates, clerk to the Bury Board of Guardians, and superintendent-registrar of births, deaths, and marriages for the Bury district. Mr. Harper was buried at Walmersley, Lancashire, on the 8th inst.

MR. WILLIAM BEAUMONT, solicitor, formerly of Warrington, died on the 6th inst. Mr. Beaumont was born in 1797. He was admitted a solicitor about the year 1819, and he practised for many years at Warrington. On the incorporation of that borough in 1847 he was selected as the first mayor, and he afterwards became clerk to the magistrates for the borough. He was also for many years clerk to the county magistrates at Warrington. Mr. Beaumont had long ceased to practise, and he had devoted his later years to antiquarian studies.

##### APPOINTMENTS.

MR. NORTON JOSEPH HUGHES HALLETT, solicitor, of Derby, has been appointed Deputy Clerk of the Peace for Derbyshire, and Deputy Clerk to the Derbyshire County Council. Mr. Hallett was admitted a solicitor in 1876.

MR. BRET INCE, barrister, has been appointed Secretary to the Royal Commission on the Vaccination Acts. Mr. Ince is the son of the late Mr. Henry Bret Ince, Q.C. He was called to the bar at Lincoln's-inn in January, 1887, and he practises in the Chancery Division.

SIR ARTHUR JOHN HAMMOND COLLINS, Chief Justice of Madras, has been elected Vice-Chancellor of the University of Madras.

MR. FREDERICK ADOLPHUS PHILBRICK, Q.C., who has been appointed to act as a Commissioner of Assize on the Oxford Circuit, is the son of Mr. Frederick Blomfield Philbrick, solicitor, of Colchester, and was born in 1835. He was educated at University College, London, and he graduated B.A. of the University of London in 1853. He obtained an open student-ship in Michaelmas Term, 1858, and he was called to the bar at the Middle Temple in Trinity Term, 1860. He became a Queen's Counsel in 1874. Mr. Philbrick practises on the South-Eastern Circuit. He is recorder of Colchester, a bencher of the Middle Temple, and a member of the Incorporated Council of Law Reporting.

MR. ALEXANDER WILSON, solicitor and notary, of No. 4, Cook-street, Liverpool, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. EDMUND LUMLEY, barrister, has been appointed Recorder of the borough of Grantham, in succession to Mr. Gilbert George Kennedy,



who has been appointed a stipendiary magistrate for the metropolis. Mr. Lumley is the only son of the late Mr. William Golden Lumley, Q.C., counsel to the Local Government Board, and was born in 1839. He was educated at King's College, London, and at Trinity College, Cambridge, where he graduated in the second class of the classical tripos in 1862. He was called to the bar at the Middle Temple in Hilary Term, 1865, and he practices on the Midland Circuit. Mr. Lumley was formerly assistant-counsel to the Education Department. He is a revising barrister, and a reporter on the staff of the *Law Reports*.

Mr. A. W. TIMBRELL, solicitor (of the firm of Messrs. Timbrell & Deighton), of No. 44, King William-street, London Bridge, E.C., and "Bolingbroke," Stamford-hill, N., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

#### CHANGES IN PARTNERSHIPS.

##### DISSOLUTION.

WILLIAM PILCHER and GEORGE GUY VERTUE, solicitors (Pilcher & Vertue), 24, Old Burlington-street, London. June 20. The said George Guy Vertue will continue to practise at the same address.

[*Gazette*, June 25.]

##### GENERAL.

At the first meeting of the Select Committee on the Partnership Bill Sir Horace Davey was elected chairman.

It is stated that Mr. Justice Wills is ill, and there is a rumour that a second Commissioner of Assize is to be appointed, and Mr. Justice Cave is to remain in town instead of going the North-Eastern Circuit.

The Royal Assent was given by Commission on the 24th inst. to the following Bills:—Horseflesh (Sale for Food); Town Police Clauses Act (1847) Amendment; and Assizes Relief.

The Lord Chancellor presided over a meeting of the Rule Committee of the Judges, which was held in his lordship's private room, at the House of Lords, on the 24th inst., when there were present Lord Chief Justice Coleridge, the Master of the Rolls (Lord Escher), Sir James Hannen, Lord Justice Lindley, Lord Justice Fry, and Mr. Justice Manisty.

The *Albany Law Journal* says:—"We met a distinguished lawyer from a neighbouring city the other day, and, in answer to an inquiry about his health, he said he was suffering greatly from rheumatism in his hands. We inquired if his hands were totally disabled. 'No,' he said, 'not quite; I find myself still able to take a fee.'"

The judges who are going on the Northern Circuit, says the *World*, have just received an intimation from the Mayor of Liverpool that the Shah will visit the town during the assizes. This, our contemporary considers, will create a curious question of precedence, for the judges always take rank as the representatives of the Queen, and difficulty will arise as to what they will do.

Mr. Gladstone dined with the benchers of Lincoln's-inn on Tuesday evening. Among the things not generally known, says the *Daily Telegraph*, is the fact that the late Prime Minister, in the year 1833—the year after he was elected M.P.—entered himself as a student on the books of that honourable society. His great rival, Lord Beaconsfield, then Mr. Benjamin Disraeli, was a student of the same inn as far back as 1824. Neither statesman, however, was called to the bar.

The ranks of Her Majesty's Counsel in Ireland have been reinforced by a call of twelve juniors to the senior Bar. The following are the names of the gentlemen upon whom the Lord Chancellor conferred the silk:—G. B. Price (called in 1859), R. J. Robertson (1863), W. S. Bird (1870), S. Ronan (1870), J. W. Craig (1871), David Fitzgerald (1872), R. Adams (1873), D. B. Sullivan (1873), T. L. O'Shaughnessy (1874), J. E. H. Carson (1877), J. J. Shaw (1878), D. P. Barton (1880).

According to a custom which has prevailed for a few years past several of her Majesty's judges dined together at the Ship Hotel at Greenwich on the 20th inst. The party embarked at the Temple pier on board the steamer *Gilia*, and proceeded direct to their destination. Among those present were Lord Justice Cotton, Lord Justice Lopes, Lord Justice Lindley, Lord Justice Bowen, Sir James Hannen, and Justices Denman, Cave, Day, Mathew, Charles, Smith, Grantham, Wills, Chitty, Stirling, North, and Kekewich.

At the Rhyl County Court held last week Judge Horatio Lloyd was engaged for some hours on a case involving the liability of paying for some geese. In the course of the case he remarked:—"People talk about there being no perjury in Wales; they ought to be here to-day to hear this case. I have been charged with saying the Welsh nation is a nation of perjurers. That is absolutely untrue. What I said, and what I still say, is that I have never anywhere else come across such perjury as I have unfortunately met with in Wales."

Mr. Round, M.P. for the Harwich Division of Essex, has introduced a Bill for effecting an amendment in the Settled Land Act. He proposes to enable a building lease under the Act, or an agreement for one, to contain an option for the lessee to purchase the land at a price fixed at the time of the making of the lease or agreement. The time within which this option may be exercised must, however, not be fixed more than ten years off. The price fixed must be the best which, having regard to the rent received, can reasonably be obtained; but it may be either a fixed sum of money or such a sum as shall be equal to a stated number of years' purchase of the highest rent reserved by the lease.

The *World* says that:—"A numerous and very influentially-signed memorial has been addressed to the Lord Chancellor and other high officials, praying for the amendment or repeal of the thirty-second section of the Bankruptcy Act, 1883. Under this section the registrar is given an unlimited discretion to disqualify a debtor who may have obtained his discharge from sitting as a peer or representative in Parliament, from serving as a magistrate, or in any municipal capacity; and this, not for a definite term, but for the remainder of his life. This is obviously cruelty without precedent; and among the signatures to the memorial are no fewer than thirteen of the members who served on the committee which originally passed the Bill."

The following circular has been issued to clerks to justices in England and Wales:—"Home Office, Whitehall, 24th June, 1889.—Sir,—I am directed by the Secretary of State to transmit to you herewith a copy of the Assizes Relief Act, which has to-day received the Royal Assent and become law; and I am to request that you will call the attention of the justices of your bench to its provisions, which require that prisoners charged with offences triable at quarter sessions and committed for trial shall, unless the justices for special reasons otherwise direct, be sent for trial at the next court of quarter sessions, and not at any intervening assizes. The Act comes into force from to-day, and care must therefore be taken that it is acted upon at once. At the same time the attention of the justices is particularly called to the power reserved to them, in any case where for special reasons they think fit to do, to direct that the prisoner is to be tried at the intervening assizes instead of waiting for the quarter sessions.—I am, Sir, your obedient servant, GODFREY LUSHINGTON."

#### COURT PAPERS.

##### SUPREME COURT OF JUDICATURE.

###### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Monday, July .....	1 Mr. Leach	Mr. Pemberton	Mr. Rolt
Tuesday .....	2 Beal	Ward	Godfrey
Wednesday .....	3 Leach	Pemberton	Rolt
Thursday .....	4 Beal	Ward	Godfrey
Friday .....	5 Leach	Pemberton	Rolt
Saturday .....	6 Beal	Ward	Godfrey
	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.
Monday, July .....	1 Mr. Carrington	Mr. Lavie	Mr. Clowes
Tuesday .....	2 Jackson	Pugh	Koe
Wednesday .....	3 Carrington	Lavie	Clowes
Thursday .....	4 Jackson	Pugh	Koe
Friday .....	5 Carrington	Lavie	Clowes
Saturday .....	6 Jackson	Pugh	Koe

#### WINDING UP NOTICES.

*London Gazette*.—FRIDAY, June 21.

##### JOINT STOCK COMPANIES.

###### LIMITED IN CHANCERY.

BREWERY UNITED LEAD AND BARYTES MINING CO., LIMITED.—Petn for winding up, presented June 18, directed to be heard before Chitty, J., on Saturday, June 29. Edmonds & Edmonds, Gray's inn sq., solors for petner.

CONSTITUTIONAL NEWS ASSOCIATION, LIMITED.—Petn for winding up, presented June 29, directed to be heard before Chitty, J., on June 29. Colyer, Wyeh st, Strand, solor for petner.

LIFE ASSURANCE AGENTS' JOURNAL CO., LIMITED.—Petn for winding up, presented June 20, directed to be heard before Stirling, J., on June 29. Hamlin & Co., Fleet st, agents for Dunn & French, Leeds, solors for petner.

SELF-WINDING AND SYNCHRONISING CLOCK CO., LIMITED.—Petn for winding up, presented June 19, directed to be heard before Stirling, J., on Saturday, June 29. Linklater & Co., Bond st, Walbrook, solors for petners.

###### COUNTY PALATINE OF LANCASTER.

###### LIMITED IN CHANCERY.

LIVERPOOL, ISLE OF MAN, AND SOUTH OF SCOTLAND STEAM CARRYING CO., LIMITED.—The Vice-Chancellor has fixed Friday, June 28, at 11, at No. 9, Cook st, Liverpool, for the appointment of an official liquidator.

FRIENDLY SOCIETIES DISSOLVED.

NEW FRIENDLY SOCIETY, Schoolroom, Long Itchington, Rugby, Warwick. June 17.

###### SUSPENDED FOR THREE MONTHS.

BASTON OLD FRIENDLY SOCIETY, Black Horse Inn, Baston, Market Deeping, Lincoln. June 19.

COURT EAGLE FRIENDLY SOCIETY, Dun Horse, Bolton rd, Bury, Lancaster. June 19.

HUGGLESCOTE CHRISTIAN RELIEF SOCIETY, Baptist Schoolroom, Hugglescote, Ashby de la Zouch, Leicester. June 19.

###### LONDON GAZETTE.—TUESDAY, June 25.

##### JOINT STOCK COMPANIES.

###### LIMITED IN CHANCERY.

BARTON-UPON-HUMBER AND DISTRICT WATER CO., LIMITED.—Petn for winding up, presented June 22, directed to be heard before North, J., on July 6. Hughes & Co., Budget row, Cannon st, solors for petner.

BREWERY UNITED LEAD AND BARYTES MINING CO., LIMITED.—Petn for winding up, presented June 18, directed to be heard before Chitty, J., on June 29. Edmonds & Edmonds, Gray's inn sq., solors for petner.

CLUB BUILDINGS AND FURNISHING CO., LIMITED.—Petn for winding up, presented June 21, directed to be heard before Kay, J., on Saturday, July 6. Lewis & Churchman, Chancery lane, solors for petner.

SOUTH WALES SMELTING CO., LIMITED.—Chitty, J., has, by an order dated May 23, appointed Richard Garnaut Cawker, 11, Temple st, Swansea, to be official liquidator.

###### FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, Schoolroom, Uffington, Berks. June 22.

OLD MEETING BENEFIT CLUB SOCIETY, Ebenezer Schoolroom, Old Meeting st, West Bromwich, Stafford. June 20.

PRINCES OF WALES BENEFIT SOCIETY, Barley Sheaf, Catherine st, Devonport. June 21.

###### SUSPENDED FOR THREE MONTHS.

COURT JONATHAN PRINCEMAN, A.O.F., Black Bull Inn, Leadgate, Durham. June 20.

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 7.

CRANFIELD, EMERY, Elstow, Bedford, Farmer. June 28. Lyon v Cranfield, North, J. Leslie & Hardy, Bedford row  
 POORE, AGNES LADY, Salisbury. June 29. Smith v Rooper, North, J. Rooper, Lincoln's inn fields

London Gazette.—TUESDAY, June 11.

PEPPRELL, GEORGE JAMES, Torquay. July 7. The Torquay Local Board v Pepprell, Kay, J. Russell, Coleman st

London Gazette.—TUESDAY, June 18.

CROSS, EYAN, Risco, Mon., Brewer. July 22. Cross v Cross, North, J. Pain Newport

London Gazette.—TUESDAY, June 25.

HARRIS, CATHARINE JANE, Budleigh Salterton, Devon. July 16. Vowell v Gamlen, Stirling, J. Mead, King's Bench walk, Temple  
 HOARE, CHARLES NOEL, Bolton st, Piccadilly, Captain. July 28. Hoare v Owen, Stirling, J. Fletcher, Finsbury circus  
 SWIFT, JAMES, Newton st, Holborn, Printer. July 8. Croft v Swift, Stirling, J. Opton & Britton, Lincoln's inn fields

## UNDER 22 &amp; 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, June 11.

ABBOTT, CHARLES JAMES, New inn, Solicitor. July 6. Abbott & Co, New inn, Strand  
 BERRY, MARY, Kentish Town rd. July 17. Chamberlayne & Beaumont, Lincoln's inn fields  
 BINGHAM, JOSEPH, Liverpool, Corn Salesman. July 11. Sampson, Liverpool  
 BOSWELL, WILLIAM, Goldsmith's Dene, Dartford, Ironmonger. July 16. J. & J. C. Hayward, Dartford  
 COBB, ELIZABETH, Morpeth, Northumberland. July 8. G. & F. Brummell, Morpeth  
 COOPER, JAMES, Fore st, Chartered Accountant. July 31. Harris, Coleman st  
 COX, CHARLES JAMES, Fordwych, nr Canterbury, late Colonel East Kent Volunteer Rifle Regiment. July 20. Hyde & Co, Ely place  
 DANCOKES, SAMUEL WILLIAM, Woodstock rd, Shepherd's bush, Dairyman. July 26. Watson, Southampton bldgs, Chancery lane  
 DUGGLEY, ARTHUR WILLIAM WALDIE, Scarborough, Butcher. June 26. Royle, Scarborough  
 ELSWORTH, WILLIAM, Sheffield, Gent. Aug 1. Branson & Son, Sheffield  
 HEILMANN, JOHANN GERHARD, Osnabruck, Germany, Gent. July 30. Langdon West st, Finsbury circus  
 HENDERSON, KETURAH, Tunbridge Wells. Aug 1. Freeman & Son, Gutter lane, Chancery  
 HUDSON, CATHARINE, Bath. July 8. Stone & Co, Bath  
 JOHNSON, JOHN LOVICK, Saxilgham, Nethergate, Norfolk, Clerk in Holy Orders Aug 1. Cross & Co, Norwich  
 JONES, EDWARD, Rusdon, Denbigh, Grocer. July 15. James & James, Wrexham  
 JONES, THOMAS, Sheffield, Gent. July 24. Addy, Sheffield  
 KING, ADA, Ventnor, I W. July 20. Becher, Bedford row  
 LEACHMAN, FRANCIS JOSEPH, Park village West, Regent's pk, Clerk, M.A. Aug 2. Whitington & Co, Bishopsgate st Without  
 LEIGHTON, HORATIO NELSON, Great Yarmouth, Cooper. July 19. Burton & Son, Great Yarmouth  
 MALLABONE, JAMES, Kenilworth, Warwick, Farmer. July 20. Chadwick & Son, Warwick  
 MANNING, FANNY, Portfield, nr Chichester. July 19. Sowton, Chichester  
 OLDHAM, GEORGE ROBERT, Sutton within Macclesfield, Gent. Aug 1. Hand, Macclesfield  
 PAINTER, THOMAS, Wrexham, Esq. July 15. James & James, Wrexham  
 PARRY, THOMAS, Tygwyn, Llandudno, Gent. July 21. Chamberlain, Llandudno  
 PERCY, JOHN (otherwise REUDEN), Woking, Surrey, Coal Merchant. July 8. White, Chancery lane  
 POTTER, GEORGE HENRY, Rivenhall, nr Witham, Essex, Gent. July 15. Barnard, Westminster Bridge rd, Lambeth  
 PRICE, JAMES, Rowley Regis, Staffs, formerly Gun Barrel Roller. July 27. Wright & Co, Oldbury, Worcs  
 RISING, MARGARET MARTHA, Bow rd. July 5. Taylor & Taylor, New Broad st  
 SCHOFIELD, JAMES, Southampton st, Bloomsbury, Surveyor. Aug 1. Ford & Co, Bloomsbury sq  
 SIMPSON, Lieut-Gen WILLIAM SCOTT, Ryder st, St James's. July 11. Gordon & Son, New Broad st  
 STEWART, JOHN MACKENZIE, Manchester, Cloth Merchant. July 15. Walley, Manchester  
 STONE, HARRIET, Hova villas, Brighton. July 31. Booty & Bayliffe, Raymond bldgs, Gray's inn  
 THOMPSON, HARRIET, Addison grdns, South Kensington. July 20. Ry & Cartwright, Lothbury  
 WATERHOUSE, CHARLES, Little Gomersal, Birstal, Yorks, Farmer. July 20. Clough, Clackherton  
 WINCH, JOSEPH, Llandudno, Gent. July 21. Chamberlain, Llandudno  
 WYLDE, SARAH, Stanhope pl, Hyde pk. July 8. Few & Co, Surrey st, Strand

London Gazette.—FRIDAY, June 14.

ANNESLEY, FRANCIS CHARLES, Perack, Straits Settlements, Inspector of Police. July 1. Brydges & Mellersh, Cheltenham  
 BARLOW, ELLEN, Macclesfield. June 30. Reade, Congleton  
 BULLMAN, JOSEPH, Royal Swan Hotel, Hastings. June 22. Mowll & Mowll, Ashford Kent  
 CHORLTON, HARRIET, College st, Manchester. June 29. Crofton & Craven, Manchester  
 DALTON, JAMES EDWARD, Seagrave, Leics, Clerk in Holy Orders. August 31. Woolleys & Co, Loughborough  
 DIOBY, JOHN DIOBY WINFIELD, Sherborne Castle, Dorset. July 5. J. and E.A. Ffooks, Sherborne  
 EDMONDS, GEORGE, Bexhill, Sussex, Wheelwright. August 3. Meadows & Co, Hastings  
 FARRAR, ELIZABETH, St Helens, Lancs. July 10. Barrow & Cook, St Helens  
 FITZGERALD, SOPHIA MARY LEIGH, Leamington. July 14. Peake & Co, Bedford row  
 GOLDSCHMIDT, PHILIP, Manchester, Merchant. July 20. Leaf & Co, Manchester

HEATLEY, GEORGE DAVIS, High Wycombe, Bucks, J.P. July 15. Rowcliffes & Co, Bedford row  
 HEY, ELIZABETH, Upper Grange rd, Bermondsey. Sept 13. Hey, Hounslow  
 HOPKINS, THOMAS, Finney Hill, nr Sheepshed, Leics, Brickmaker. Aug 12. Toone & Bartlett, Loughborough  
 JONES, JOHN, Aberdare, Brewer. June 22. White & White, Merthyr Tydfil  
 LEWIS, ALBERT SOLOMON, Manchester, Jeweller. July 19. Myer, New Bridge street  
 MASTERS, RICHARD, Commercial Clerk, Oldfield rd, Hampton. July 31. Taylor, Old Burlington st  
 PRILL, JOAN ROBINSON, Longcroft, Hayes, Kent, Esq. July 15. Kearsey & Co, Old Jewry  
 PRIDMORE, EDWARD MORRIS, Breage Vicarage, Cornwall, Clerk in Holy Orders. July 13. Grylls & Co, Helston  
 ROBINSON, HENRY, Aston Hall, Staffs, Butler. July 15. Duignan & Elliot, Walsall  
 SCOTT, JAMES JACKSON, Ardleybury, nr Stevenage, Herts, Esq. July 17. Helder & Roberts, Verulam bldgs, Gray's inn  
 SEAGER, JOHN OSBORNE, Stevenage, Herts, Clerk in Holy Orders. June 24. Hawkins & Co, Hitchin  
 SHANNON, MALACHI, Millbank st, Westminster, Licensed Victualler. July 22. Few & Fuller, Borough High st, Southwark  
 WESTER, ELIZABETH, Gedding, Notts. July 6. Cann & Son, Nottingham  
 WEDGE, EMMA THERESA, Southampton, July 16. Pearce & Co, Southampton  
 WOOD, EMMA, Glossop, Derby. July 20. Leaf & Co, Manchester

London Gazette.—TUESDAY, June 18.

BROWN, GEORGE BYRON, Liverpool, Gent. July 27. Miller, Liverpool  
 CAMPBELL, CHARLOTTE SOPHIA, Baroness CRAIGNISH, Iver, Bucks. Aug 1. Pontifex & Co, St Andrew's st, Holborn circus  
 DAVIES, ELIZABETH ANN, Bolney, nr Cuckfield, Sussex, Domestic Servant. July 14. Harrison & Powell, Raymond bldgs, Gray's inn  
 EYRE, CATHERINE MARY, Liscard, Cheshire. Aug 3. Collinson & Co, Bedford row  
 GWILF, Rev. ROBERT, Icklingham Rectory, Suffolk. Aug 15. Farrer & Co, Lincoln's inn fields  
 HALL, RICHARD, Onslow rd, Richmond, Gent. Aug 13. Nickinson & Co, Chancery lane  
 HARRIS, WILLIAM, Adelaide rd, Hampstead, Police Superintendent. July 20. Wells, South sq, Gray's inn  
 HEDGES, ELIZABETH, Aylesbury. July 6. Fell, Aylesbury  
 HODGSON, MARY ANNE, Bootham, York. Oct 1. Walker, York  
 JORDAN, JAMES, Bridlington Quay, York, Farmer. July 20. J. T. & H. Woodhouse, Hull  
 LAKE, GEORGE HERBERT, St Leonards on Sea, Gent. Aug 17. Kingsford & Co, Canterbury  
 LITTLEDALE, JOHN BOLTON, Hartford, Chester, Esq. July 15. Gibbins & Arkle, Liverpool  
 LUMLEY, ANN, Clifton, York. July 1. Cobb, York  
 NAYLOR, WILLIAM BAKER, Ponder's End, Esq. July 31. Venning & Co, Gresham House, Old Broad st  
 OLDERSHAW, MARIA, Scarth Lodge, Barnes Common. July 31. Oldershaw, Bell yard, Doctors' Commons  
 PATON, GEORGE, Onslow sq, South Kensington, M.D., Deputy Inspector General of Hospitals, late Bengal Medical Service. July 1. Guscombe & Co, Essex st, Strand  
 PERRY, ANN, Wilcot, Wilts. July 5. Dixon, Pewsey  
 POWELL, RICE EDWARD, Bristol, Wine Merchant. Aug 15. Petham, Bristol  
 REECE THOMAS, Birmingham, Tobaccoist. July 20. Burnan & Rigbey, Birmingham  
 ROBERTS, JOHN, Newtown, Farnham, Dorset, Innkeeper. Aug 19. Burridge, Shaftesbury  
 ROBINSON, MARY ANN, Northumberland st, Birmingham. July 13. Brown & Co, Birmingham  
 RUSSELL, WILLIAM, Wincanton, Somerset, Physician. July 20. aBarrow, Lincoln's inn  
 SARTORIUS, EDWARD JOHN, Warsash, nr Titchfield, Southampton. Aug 30. Green, Mitre st chmbrs, Temple  
 SHAFTO, ROBERT DISCOMBE, Whitworth Park, Ferry Hill, Durham, Esq. July 7. Guscombe & Co, Essex st, Strand  
 SLACK, JAMES, Cadisale, Grocer. July 31. Clutterbuck & Trevenen, Carlisle  
 SMITH, JOHN RHODES, Sheffield, Coal Merchant. Aug 1. Branson & Son, Sheffield  
 SMITH, RALPH DANIEL, Great Lever, nr Bolton, Joiner. Sept 13. Whitaker, Duchy of Lancaster Office, W.O.  
 STRATTON, WILLIAM HENRY, Kennington Oval. July 15. Snow & Co, College hill, Cannon st  
 TURNER, MARY, Nelson pl, Sheffield. Aug 1. Branson & Son, Sheffield  
 WAITE, MARIA, Prebend st, Islington. July 1. Greathead, Rochester  
 WILLIAMS, THOMAS, Tynypant, Pontardawe, Glam, Farmer. Aug 17. Evans, Pontardawe  
 WOODCOCK, ROBERT, Whittington, Norfolk, Maltster. July 20. Copeman & Mellor, Downham Market, Norfolk

London Gazette.—FRIDAY, June 21.

BEYFUS, HENRY, Russell sq, Gent. July 27. Beyfus & Beyfus, Lincoln's inn fields  
 BEADON, FRANCIS JOSEPH, Belvedere rd, Upper Norwood, Esq. Aug 7. Sheffield & Co, St Swin's lane, London  
 BORTHISTLE, GEORGE, Queen st, St Pancras, Engraver, and MARY JANE BORTHISTLE, Queen st, St Pancras. Aug 1. Henry Hall Troy, No 11, Torrns rd, Brixton Hill  
 CAMPBELL, RICHARD PLANTAGENET, 3rd Duke of Buckingham and Chandos, Chandos st, Cavendish sq. Aug 5. Currie & Co, Lincoln's inn fields  
 CANKRIEN, HUGH KERR, Beverley, Yorks, Barrister at Law. Aug 19. Moss & Co, Hull  
 CHENEY, BENJAMIN HORATIO, Boston, Linco, Gent. July 3. Staniland, Boston  
 CHURCHILL, CHARLOTTE CARTWRIGHT, Ladbroke Gardens, Notting Hill. July 31. Underwood & Co, Holles st, Cavendish sq  
 COX, JOHN, Little Tarnstie, Holborn, Licensed Victualler. July 21. Price & Son, Walbrook  
 CROSSE, JOHN GREENE, Carlton chmbrs, Regent st, Solicitor. July 20. Saunders, Carlton chmbrs, Regent st  
 DIGHTON, GEORGE, Kirklington, Yorks, Farmer. Aug 1. Thornton & Simpson, Wibsey  
 FREEDROP, MATTHEW GEORGE, Clement's lane, Timber Merchant. Aug 1. Watney & Co, Lombard st  
 GREENSLADE, WILLIAM, Clifton, Bristol, Brush Manufacturer Aug 1. Beckingham & Co, Bristol  
 HARDING, ROBERT, Ainsdale, nr Southport, Gent. Sept 2. Diggles & Ogden, Manchester



HEYWOOD, MARY, Didsbury, nr Manchester. July 31. Chapman & Co, Manchester  
 HUGHES, JOSHUA, Lord Bishop of St Asaph. Sept 19. Wynne & Co, Denbigh  
 JONES, JOHN, Warrington, Builder. July 12. Davies & Co, Warrington  
 McWEENY, ARTHUR, Bradford, Accountant's Clerk. Aug 1. Freeman, Bradford  
 MIEVILLE, AMDEE FRANCIS, St Leonards. July 20. King, King st, Chaeapside  
 MOXON, EMILY, Broomhill, Sheffield. Aug 14. Rodgers & Co, Sheffield  
 ONION, JOHN, Edgbaston, Warwick, Gent. July 20. Wragge & Co, Birmingham  
 ORCHARD, EDWARD, Brussels, formerly Gas Meter Maker. July 27. Turnbull, John st, Bedford row  
 ORCHARD, MARTHA, Acton st, Hackney. July 22. Turnbull, John st, Bedford row  
 ORRETT, RALPH, West Derby, nr Liverpool, Farmer. Aug 1. Bartlett & Atkinson, Liverpool  
 PARKER, ELEANOR, Knowle, Warwick. June 10. Sale, Solihull  
 PATERSON, JOHN, Windsor rd, Forest Gate, Marine Superintendent. Aug 1. Roberts, Exeter  
 PRETTY, WILLIAM, Ipswich Draper. Aug 1. Jennings & Bantoft, Ipswich  
 READ, FREDERICK, Gloucester gdns, Hyde pk, Esq. July 31. Hyde & Co, Ely place, Holborn  
 ROBERTS, EDWARD HUNT, St Leonard, Exeter, Retired Solicitor. Sept 30. Roberts, Exeter  
 SHAW, GEORGE, Desborough, Northampton, Farmer. July 24. Jebb & Son, Boston  
 SOADY, Vice Admiral JOHN CLARK, R.N., Warrington gdns, Maida Hill. Aug 22. Marsden & Wilson, Old Cavendish st  
 STAMP, EDMUND, Honiton, Devon, Solicitor. Aug 1. Stamp & Dunning, Honiton  
 STRANGE, MATTHEW, High Wycombe, Bucks, Retired Chair Manufacturer. Aug 11. Parker & Wilkins, High Wycombe  
 TAYLOR, FRANCIS FREDERICK, Stockland, Devon, Solicitor. Aug 11. Stamp & Dunning, Honiton  
 TAYLOR, MARY ANN, St David's, Exeter. Aug 11. Stamp & Dunning, Honiton  
 TENNANT, GREGORY GARNETT, Leeds, Capt 3rd Battalion West Yorks Regt. July 24. Darley & Cumberland, John st, Bedford row  
 THIRKELL, ANN ELIZA, Whitby, Yorks. Aug 1. Thornton & Simpson, Whitby  
 THOMPSON, HARRIET ANN, Norwood rd, Herno Hill. July 20. Adeock, Circus place, Finsbury  
 TURNER, HENRY, Willoughby on the Wolds, Notts, Farmer. July 31. Baker, Melton Mowbray  
 TURNER, MARY, Cheddar, Somerset. July 31. Woolfres & Powell, Banwell  
 WALLEY, JUSTINA RACHEL, Atgyl rd, Kensington. August 5. Simpson & Cullingford, Gracechurch st  
 WATERSON, MARY SOPHIA, Stechford, Worcs. July 12. Rowlands & Co, Birmingham  
 WEBSTER, EDWARD, Buxton, Gent. July 20. Taylor & Brown, Buxton  
 WRIGHT, FRANCIS JAMES, Green lanes, Finsbury Park. July 21. Ramsbotham & Cooke, New ct, Lincoln's inn

London Gazette.—TUESDAY, June 26.

ARBER, CHARLES BURWELL, Cambs, Farmer. July 19. Fern & Co, Newmarket  
 BABBAGE, WILLIAM, Gauden rd, Clapham, Esq. Aug 1. Vanderecom & Co, Bush lane, E.C.  
 BLATHERWICK, RUTH, Bishop's Waltham, Hants. July 13. Hewitt & Gater, Bishop's Waltham  
 BURCHELL, EDWARD, Leeds, Surgeon. Aug 1. Milving, Leeds  
 CABARE, PAUL, Manchester, Gent. July 31. Rowley & Co, Manchester  
 CHAPPEL, MARY ANN, South Molton, Devon, Hairdresser. July 8. Hole, Minehead, Somerset

CHAPPEL, THOMAS, South Molton, Devon, Hairdresser. July 23. Kingdon, South Molton  
 CLAYTON, JOHN, Hornsey lane, Highgate, Gent. July 31. Beaumont & Son, Lincoln's inn fields  
 CLOUGH, JOHN, Tong, Birstal, Yorks, Yeoman. Aug 12. Hutchinson & Son, Bradford  
 FIELDING, JOSEPH, Golear, nr Huddersfield. July 18. Ramsden & Co, Huddersfield  
 GILLIAM, JOHN, Landport, Retired Relieving Officer. July 1. Gilliam, Landport  
 HAMMOND, RICHARD, Rood lane, Tea Merchant. July 30. Hughes, Shrewsbury  
 HAMPSON, RICHARD, Stretford, Lancs, Gent. July 31. Rowley & Co, Manchester  
 HOLMER, ELEANOR SOPHIA, Tunbridge Wells. Aug 1. Stoneham & Son, Fenchurch st  
 HOLMER, GEORGE, St Leonards, Solicitor. Aug 1. Stoneham & Son, Fenchurch st  
 HOLMES, JOHN, Halifax, Farmer. Aug 3. England, Halifax  
 HOPKINS, WILLIAM, Duntun Bassett, Leicester, Farmer. Aug 2. Watson & Chisney, Lutonworth  
 JANNINGS, MARY, St Helen's st, Ipswich. Aug 7. Westhorp & Co, Ipswich  
 LOWTH, SUSAN ELIZA, Freeland, Winchester. Aug 21. Wooldridge & Son, Winchester  
 MITCHELL, GEORGE, East India Dock rd, Poplar. Aug 1. Stoneham & Son, Fenchurch st  
 MOORE, ADOLPHUS HENRIETTA, Bedford. Aug 15. Golden & Co, Old Jewry  
 NAYLOR, ABRAHAM, Stoke on Trent, Tile Maker. July 18. Day, Stoke on Trent  
 NISBET, RALPH PATTERSON, Harrogate. July 19. Nisbet & Hinds, Leadenhall street  
 PFEIFFER, JURGEN EDWARD, Tokenhouse yard, Esq. Aug 1. Freshfields & Williams, Bank bldgs  
 PHIBBS, RICHARD, Rutland gate, Hyde park, formerly Colonel in the Army. July 31. Campbell & Co, Warwick st, Regent st  
 ROBERTSON, GEORGE, Sigdon rd, Dalston lane, Gent. July 29. Stock, Bridge chamber, Queen Victoria st  
 SADLER, SARAH ANN, New Kent rd. Aug 3. Watson, Gracechurch st  
 SCRUTON, JOHN, Water Wold, nr Pocklington, East Yorks, Farmer. July 12. T. & A. Priestman, Hull  
 SELF, Rev WILLIAM HENRY, Torquay, Clerk. July 29. Kitsons & Co, Torquay  
 THORNTON, JOHN VABLEY, Bradford, Silk Merchant. July 6. Farrar, Bradford  
 TURNBULL, ELIZABETH, Belsize pk, Hampstead. Aug 1. Sutton & Co, Manchester  
 WALKER, ELLEN, Blythe Hall, Nottingham. July 31. Hodding & Beevor, Worksop  
 WEBSTER, SARAH, Upper Gloucester pl, Marylebone. Aug 1. Van Tromp, Essex st, Strand  
 WILLS, JAMES, Teignmouth, Devon, Gent. Aug 1. Francis & Co, Newton Abbot  
 WILLS, MARY ELIZABETH, Teignmouth, Devon. Aug 1. Francis & Co, Newton Abbot  
 WISEMAN, CHRISTOPHER, Belvedere, Erith, Kent, Publican. July 26. J. & J. C. Hayward, Dartford

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, 116, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, June 21.

### RECEIVING ORDERS.

ALLEN, ALFRED, Edmonton, Builder Edmonton Pet June 18 Ord June 18  
 APIN, WILLIAM HODDER EDWARDS, Late of Milverton, Somerset, Baker Taunton Pet May 18 Ord June 17  
 AETAULT, MARIE PHLOMENE Osnaburgh st, Regent's pk, Widow High Court Pet June 19 Ord June 19  
 ARMSTRONG, ROBERT JONATHAN, Chester, Late Banker's Clerk Chester Pet June 17 Ord June 17  
 ATKINSON, WILLIAM, Leeds, Confectioner Leeds Pet June 17 Ord June 17  
 BAGGOTT, GEORGE, and WILLIAM CLAYTON, St Paul's churchyard, Fancy Drapers High Court Pet June 18 Ord June 18  
 BATES, WILLIAM, Leicester, Tailor Leicester Pet June 15 Ord June 15  
 BENNETT, FREDERICK, New Windsor, Plumber Windsor Pet June 14 Ord June 18  
 BLUMSON, JOSEPH, Green st, Bethnal green, Boot Maker High Court Pet June 19 Ord June 19  
 BOOTH, HERBERT, Sowby Bridge, Yorks, Cotton Doubler Halifax Pet June 19 Ord June 19  
 BRADLEY, CHARLES PERCY, London rd, Sevenoaks, Draper Tunbridge Wells Pet June 17 Ord June 17  
 CHINEY, LESLIE, and BEN KIRK, International Club, Trafalgar sq, Both of and late copartners in the said International Club High Court Pet March 28 Ord June 18  
 CLAUUGHTON, GARNETT, Farsley, nr Leeds, Engineer Leeds Pet June 19 Ord June 19  
 CLISSOLD, WILLIAM, Stroud, Glos, Architect Gloucester Pet June 18 Ord June 18  
 CLOSSEY, JOHN, Bury, Bricklayer Bolton Pet June 19 Ord June 19  
 COTGROVE, FREDERICK THOMAS, Cheltenham, Hairdresser Cheltenham Pet June 17 Ord June 17  
 DAVIES, THOMAS LUTYMAN, Weston super Mare, Commission Agent Bridgwater Pet June 17 Ord June 17  
 DAWSON, EDWARD, Stafford, Hairdresser Stafford Pet June 18 Ord June 18

EDGAR, THOMAS, Blaydon, Durham, Mineral Water Manufacturer Newcastle on Tyne Pet June 6 Ord June 18  
 FOLLETT, THOMAS, Knowstone, Devon, Farmer Barnstaple Pet June 5 Ord June 17  
 GROVES, ARTHUR WILLIAM, Dorchester, Manager of a Candle Co Dorchester Pet June 17 Ord June 17  
 HARRISON, EDWIN RICHARD, Temple First, Yorks, Farmer York Pet June 18 Ord June 18  
 HOOPER, ROBERT, sen, ROBERT HOOPER, jun, and ALFRED HOOPER, Leyton, Oilmen High Court Pet June 18 Ord June 18  
 HUDSON, HENRY, Dewsbury, Mill Operative Kingston upon Hull Pet June 18 Ord June 18  
 HUNT, WILLIAM, and DAVID PHILLIPS, Tottenham, Bristol, Grocers Bristol Pet June 18 Ord June 18  
 JENKIN, THOMAS, Camborne, Cornwall, Butcher Truro Pet June 17 Ord June 17  
 JORDAN, HENRY, Fords Grove Farm, Winchmore Hill, Farmer Edmonton Pet June 17 Ord June 17  
 LAWTON, DAVID HENRY, Manchester, Paper Hangings Merchant Manchester Pet June 17 Ord June 17  
 LEWIS, EDGAR, Bognor, Sussex, Brighton Pet Mar 19 Ord June 8  
 LIDGETT, JAMES, Great Grimsby, Auctioneer Great Grimsby Pet June 18 Ord June 18  
 LINDSEY, BENJAMIN CORNELIUS, Seven Sisters rd, Holloway, Chessmonger High Court Pet June 19 Ord June 19  
 LUNN, CHARLES, Brighton, late Draper's Assistant High Court Pet June 14 Ord June 19  
 POWELL, WILLIAM, Openshaw, nr Manchester, Baker Manchester Pet June 19 Ord June 19  
 REID, ARCHIBALD HAMILTON, late Fleet st, Musical Instrument Dealer High Court Pet May 20 Ord June 19  
 RICHARDSON, THOMAS HARRIS, Birkdale, Lancs, Milliner's Manager Liverpool Pet May 29 Ord June 19  
 REYNOLDS, DAVID, Bwlchclawdd, Llangrannog, Carmarthenshire, Farmer Carmarthen Pet May 31 Ord June 15  
 RODGERS, WILLIAM MCKAY, Birmingham, Boot Dealer Birmingham Pet June 19 Ord June 19

SAYERS, JAMES, Ipswich, Hairdresser Ipswich Pet June 18 Ord June 18  
 SMITH, EMMA ROSA, and ELIZABETH MONTFREDA SMITH, Leominster, Licensed Victuallers Leominster Pet June 19 Ord June 19  
 SMITH, JOSEPH, Pontefract, Farmer Wakefield Pet June 18 Ord June 18  
 TAYLOR, WILLIAM, Landport, Grocer Portsmouth Pet June 17 Ord June 17  
 WARNE, JAMES RICHARD, Birmingham, Paper Merchant's Traveler Birmingham Pet June 19 Ord June 18

The following amended notice is substituted for that published in the London Gazette of June 11.

TOWELL, HENRY SMITH, Swan rd Hagworth Carpenter Kingston, Surrey Pet May 28 Ord June 7

The following amended notice is substituted for that published in the London Gazette of June 14.

GODWIN, GEORGE, Kingston, Landport, Grocer Portsmouth Pet June 11 Ord June 11

### FIRST MEETINGS.

ARMSTRONG, ROBERT JONATHAN, Chester, late Banker's Clerk July 1 at 2.30 Bankruptcy Office, Crypt chbrs, Chester  
 BALLARD, ABRAHAM, Bayham st, Camden Town, Cigar Dealer July 9 at 11.30, Carey st, Lincoln's inn  
 BOOCK, JOHN, Bury St Edmunds, Butcher July 1 at 12.45 Guildhall, Bury St Edmunds  
 BRADSHAW, WILLIAM HARPER, Plaistow, Essex, Secretary of the East London Seaside Home for Poor and Deserving Children July 5 at 2.30, 33, Carey st, Lincoln's inn  
 BROWNE, O E GORE, Alliance Club, St James's sq July 2 at 12 Bankruptcy bldgs, Lincoln's inn  
 CHILDS, WILLIAM JAMES, and GEORGE CHILDS, late Bush rd, Lower rd, Rotherhithe, Ship Smiths July 2 at 11.30, Carey st, Lincoln's inn  
 COHEN, AARON ALFRED, Oxford gdns, Notting Hill, House Furnisher July 5 at 12.30 Bankruptcy bldgs, Lincoln's inn  
 COOPER, JOHN THOMAS, Church Gresley, Derby, Labourer July 17 at 11.30 Midland Hotel, Burton on Trent  
 CORCORAN, JAMES JOSEPH, Manchester, Fish Curer

June 23 at 11.30 Off Rec, Ogden's chbrs, Bridge st. Manchester  
 COTGROVE, FREDERICK THOMAS, Cheltenham, Hairdresser June 29 at 1.15 County Court Office, Cheltenham  
 DAWSON, EDWARD, Stafford, Hairdresser July 2 at 1.30 County Court Office, Stafford  
 EDGAR, THOMAS, Blaydon, Durham, Mineral Water Manufacturer July 2 at 2.30 Off Rec, Pink Lane, Newcastle on Tyne  
 EVANS, ROBERT FUGHE, Bangor, Auctioneer July 1 at 12.15 Queen's Head Cafe, Bangor  
 FITCH, WILLIAM, Royal ter, Green st, Upton pk. Furniture Dealer July 3 at 2.30 Bankruptcy bldgs, Lincoln's inn  
 FORD, GEORGE, Ringar, Sussex, late Butcher June 29 at 12 Off Rec, 4, Pavilion blgs, Brighton  
 GASKILL, FREDERICK M., Liverpool, Forwarding Agent July 2 at 3 Off Rec, 35, Victoria st, Liverpool  
 GRIFFIN, THOMAS HENRY, Peterborough, Corn Merchant July 5 at 12 Law Courts, New rd, Peterborough  
 GROVES, ARTHUR WILLIAM, Dorchester, Secretary to a Candle Co. July 4 at 1.15 Off Rec, Salisbury  
 HARRISON, EDWIN RICHARD, Temple Hirst, Yorks, Farmer June 29 at 10.30 Off Rec, 23, Stonegate, Yorks  
 HIGGINS, GEORGE HODGSON, Hampton rd, Teddington, Surgeon July 1 at 2.15 St Andrew's chbrs, 22, Park row, Leeds  
 HILL, JOHN, Swansea, Inn Manager July 8 at 12.30 Off Rec, 6, Rutland st, Swansea  
 HOBSON, BENJAMIN, Headingley, nr Leeds, Grocer July 1 at 11 Off Rec, 22, Park row, Leeds  
 KATZ, SIGMUND, Cross st, Finsbury, Furniture Dealer July 5 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 LOCK, WILLIAM, Tunbridge Wells, Grocer June 29 at 12 33, Carey st, Lincoln's inn  
 LUXMOOR, WILLIAM JOHN, Hereford rd, Bayswater, late Capt 7th Dragoon Guards June 29 at 2.30 33, Carey st, Lincoln's inn  
 MACKENZIE, THEOPHILE, late of Maidenhead July 4 at 12 33, Carey st, Lincoln's inn  
 MARTIN, F. O., Howard st, Strand, Shipping Agent July 5 at 12 33, Carey st, Lincoln's inn  
 MILLER, GERARD CHAMPTON, late Lloyd's, Royal Exchange, Underwriter July 4 at 1 33, Carey st, Lincoln's inn  
 O'FAHILL, H. P. C., late of Southsea July 4 at 11 33, Carey st, Lincoln's inn  
 OLDFIELD, ROBERT, Rhyll, Flint, Coal Merchant June 29 at 2.30 Bankruptcy Office, Crypt chbrs, Chester  
 PRELEY, LEWIS JOHN, Pottton, Beds, Baker June 29 at 11 33, St Paul's sq, Bedford  
 QUARMBY, JOHN, Minsbury, nr Huddersfield, Builder June 29 at 11 Haigh & Sons, solars, New st, Huddersfield  
 RIDD, THOMAS, Bradford, T'iton, Devon, Farmer June 29 at 11 Sanders & Son, auctioneers, High st, Barnstaple  
 SATTERFORD, WILLIAM HILL, Plymouth, Refreshment house Keeper June 29 at 11 10, Athenaeum, Plymouth  
 SEFTLES, ROBERT GEORGE, Walthamstow, late Builder July 3 at 12 33, Carey st, Lincoln's inn  
 THOMAS, DAVID, Greenwood rd, Hackney, Solicitor's Clerk July 5 at 12 33, Carey st, Lincoln's inn  
 THOMAS, JOHN, Holborn viaduct, Commission Agent July 3 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 WHITEWRIGHT, ROBERT HENDERSON, and WILLIAM BROWN, Rood lane, Wholesale Tea Dealers July 2 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

## ADJUDICATIONS.

ARMSTRONG, ROBERT JONATHAN, Chester, late Banker's Clerk Chester Pet June 17 Ord June 17  
 ARTAULT, MARIE PHILOMENE, Osnaburgh st, Regent's park, Widow High Court Pet June 19 Ord June 19  
 ATKINSON, WILLIAM, Leeds, Confectioner Leeds Pet June 17 Ord June 17  
 BENNETT, FREDERICK, New Windsor, Plumber Windsor Pet June 18 Ord June 18  
 BLUMSON, JOSEPH, Green st, Bethnal Green, Bootmaker High Court Pet June 19 Ord June 19  
 BOCCOCK, JOHN, Bury St Edmunds, Butcher Bury St Edmunds Pet June 12 Ord June 12  
 CATCHPOLE, GEORGE FREDERICK, Ipswich, Porter Ipswich Pet June 7 Ord June 15  
 CLAUGHTON, GARNETT, Faisley, nr Leeds, Engineer Leeds Pet June 19 Ord June 19  
 CLISSOLD, WILLIAM, Stroud, Glos, Architect Gloucester Pet June 18 Ord June 18  
 COPE, JAMES, Maney, Sutton Coldfield, Builder Birmingham Pet June 13 Ord June 17  
 COTGROVE, FREDERICK THOMAS, Cheltenham, Hairdresser Cheltenham Pet June 17 Ord June 17  
 DAVIES, THOMAS LUTHERAN, Weston super Mare, Somerset, Commission Agent Bridgewater Pet June 17 Ord June 17  
 DAWSON, EDWARD, Stafford, Hairdresser Stafford Pet June 18 Ord June 18  
 EDGAR, THOMAS, Blaydon, Durham, Mineral Water Manufacturer Newcastle on Tyne Pet June 6 Ord June 19  
 GLEDHILL, GREENWOOD, and BENJAMIN GREENWOOD, Walsden, nr Todmorden, Laues, Stone Dealers Burnley Pet June 14 Ord June 18  
 GOLDSTEIN, LOUIS, Bradford, Stuff Merchant Bradford Pet May 23 Ord June 17  
 HARRISON, EDWIN RICHARD, Temple Hirst, Yorks, Farmer York Pet June 18 Ord June 18  
 HUNT, WILLIAM, and DAVID PHILLIPS, Totterdown

Bristol, Grocers Bristol Pet June 18 Ord June 18  
 JENKINS, THOMAS, Camborne, Cornwall, Butcher Truro Pet June 17 Ord June 17  
 LAWRENCE, ALEXANDER MACCLESFIELD, St Helen's place, Australian Merchant High Court Pet March 18 Ord June 17  
 LAWTON, DAVID HENRY, Manchester, Paper Hangings Merchant Manchester Pet June 17 Ord June 17  
 LIDGETT, JAMES, Great Grimsby, Auctioneer Great Grimsby Pet June 18 Ord June 18  
 LUCAS, JOHN THOMAS, East Stonehouse, Devon, Mason East Stonehouse Pet June 11 Ord June 17  
 MORRISON, G., Gipsy hill, Norwood, Dairyman High Court Pet May 29 Ord June 17  
 PEAKE, CHARLES THOMAS, Fore st, Manufacturer of Ladies' Dressing Gowns High Court Pet May 20 Ord June 15  
 POWELL, WILLIAM, Openshaw, nr Manchester, Baker Manchester Pet June 19 Ord June 19  
 RODRIGUES, WILLIAM MCKAY, Birmingham, Boot Dealer Birmingham Pet June 19 Ord June 19  
 ROSS, HUGH, Southampton, Corn Merchant Southampton Pet June 5 Ord June 19  
 SATTERFORD, WILLIAM HILL, Plymouth, Refreshment house Keeper East Stonehouse Pet June 11 Ord June 17  
 SAYRES, JAMES, Ipswich, Hairdresser Ipswich Pet June 18 Ord June 18  
 SMITH, EMMA ROSA, and ELIZABETH MONTFREDA SMITH, Leominster, Licensed Victuallers Leominster Pet June 19 Ord June 19  
 SMITH, JOSEPH, Pontefract, Farmer Wakefield Pet June 18 Ord June 18  
 STORDAUNT, A. R., Sheffield, Provision Dealer Sheffield Pet May 10 Ord June 19  
 TAYLOR, WILLIAM, Landport, Grocer Portsmouth Pet June 17 Ord June 17  
 TOWELL, HENRY SMITH, Swan rd, Hanworth, Carpenter Kingston, Surrey Pet May 25 Ord June 19  
 WARNE, JAMES RICHARD, Birmingham, Paper Merchant's Traveller Birmingham Pet June 18 Ord June 19  
 The following amended notice is substituted for that published in the London Gazette of June 14.  
 GODWIN, GEORGE, Kingston, Landport, Grocer Portsmouth Pet June 11 Ord June 11  
 London Gazette, TUESDAY, June 25.

## RECEIVING ORDERS.

ALDOUS, WILLIAM, Norwich, Picture Frame Maker Norwich Pet June 22 Ord June 22  
 BOND, WILLIAM, Hulme, Manchester, Coach Builder Manchester Pet June 21 Ord June 21  
 BRADLEY, GEORGE, jun, late of Castleford, Yorks, Solicitor High Court Pet May 2 Ord June 21  
 COLEMAN, THOMAS, jun, Cambridge, Dairyman, Cambridge Pet June 20 Ord June 20  
 COOPACK, THOMAS, Chester, Cartor Chester Pet June 11 Ord June 21  
 COTGROVE, JAMES, s'n, Gawsorth, nr Macclesfield, Retired Schoolmaster Macclesfield Pet June 8 Ord June 20  
 DAWSON, ANNIE DAWSON, Clifton gl'ns, Maida hill, School Proprietress High Court Pet June 19 Ord June 21  
 DRACON, GEORGE, Luton, Beds, Straw Hat Maker Luton Pet June 22 Ord June 22  
 DIMMACK, MATTHIAS, jun, Bilston, Staffs, Metal Refiner Wolverhampton Pet June 20 Ord June 20  
 DREW, HENRY, Weymouth, Bricklayer, Dorchester Pet June 20 Ord June 20  
 FLEMING, FRIZ JAMES, Shorncliffe, Kent, Capt 6th Dragoon Guards Canterbury Pet June 4 Ord June 21  
 GILBERT, ALFRED, Willesborough, Kent, Builder Canterbury Pet June 19 Ord June 19  
 GOFFIN, THOMAS, Westleigh, Burslem, Devon, Innkeeper Taunton Pet June 20 Ord June 20  
 HALES, J. A., Chancery Lane, Solicitor High Court Pet May 13 Ord June 21  
 HANNA, WILLIAM ALFRED KINGSTON, Coventry, Surgeon Coventry Pet June 21 Ord June 21  
 HAWKELL, HENRY FRANCIS, Hove, Sussex, Tutor Brighton Pet June 21 Ord June 22  
 HILL, HENRY JAMES, Huntsham, nr Bampton, Devon, Smith Exeter Pet June 22 Ord June 22  
 HYAMS, HENRY, New rd, Whitechapel, Tutor High Court Pet June 20 Ord June 20  
 MASON, EDWIN, Walsall, Currier Walsall Pet June 21 Ord June 21  
 METAVIER, JOHN JAMES, King st, Hammersmith, Timber Merchant High Court Pet June 20 Ord June 20  
 NORTH, R. E., Hatton Garden, Diamond Merchant High Court Pet Feb 13 Ord June 21  
 OLIVER, JAMES, Birmingham, Letter Cutter Birmingham Pet June 22 Ord June 22  
 PILEKTON, BEVER, Wortley, Leeds, Journeyman Tailor Leeds Pet June 20 Ord June 20  
 PYE, GEORGE, High st, Sevenoaks, Tobaccoist Tunbridge Wells Pet June 20 Ord June 20  
 ROSS, JAMES, Fore st, Llanen Factor High Court Pet June 7 Ord June 22  
 ROWE, WILLIAM, Leadgate, Durham, Baker Newcastle on Tyne Pet June 3 Ord June 11  
 SAUNDERS, CATHERINE ELIZABETH PATTEN, Mayfield, Sussex, Widow Tunbridge Wells Pet June 22 Ord June 22  
 SYKES, MARY JANE, Doncaster, Timber Merchant Sheffield Pet June 21 Ord June 21  
 THOMAS, JOHN, Great Berwick, nr Shrewsbury, Farmer Shrewsbury Pet June 19 Ord June 19  
 TINSWOOD, GEORGE, Preston Preston Pet June 7 Ord June 21  
 TRENCARD, HENRY MONTAGUE, Taunton, Solicitor Taunton Pet June 22 Ord June 22

TRUEMAN, THOMAS, and ARTHUR TRUEMAN, Oxford rd, New North rd, Islington, Upholsterers' Trimnings Manufacturers High Court Pet June 22 Ord June 22  
 WHITTAKER, JAMES, Milshaw, Beeston, Leeds, Grocer Leeds Pet June 21 Ord June 21  
 WILSON, THOMAS HENRY, Horncchurch, Essex, Grocer Chelmsford Pet June 21 Ord June 21

The following amended notice is substituted for that published in the London Gazette of Oct 26.

ROSS, WILLIAM, late Darn Crook, Newcastle on Tyne, late Be-house Keeper Newcastle on Tyne Pet Oct 21 Ord Oct 21

The following amended notice is substituted for that published in the London Gazette of June 7.

CARD, HERBERT, Birmingham, formerly Confectioner Birmingham Ord June 4

## RECEIVING ORDER RESCINDED.

ADAMS, ELIZA MARY, Lymington, Southampton, of no occupation Southampton Rec Jan 14 Resc June 21

## FIRST MEETINGS.

ARCHER, FREDERICK, Margaret st, Cavendish sq, Tailor July 9 at 1 33, Carey st, Lincoln's inn fields  
 BADGER, WILLIAM FREDERICK, Bradway, Norton, Derbyshire, Colliery Proprietor July 5 at 3 Off Rec, Figtreet lane, Sheffield  
 BAGGE, F. H., Guilford st, Russell sq, Contractor July 9 at 12 33, Carey st, Lincoln's inn fields  
 BARNETT, ABRAHAM, Finsbury sq, Solicitor July 4 at 2.30 33, Carey st, Lincoln's inn fields  
 BARNWELL, STEPHEN, Birmingham, Restaurant Keeper July 9 at 11 35, Colmore rd, Birmingham  
 BATES, WILLIAM, Leicester, Tailor July 2 at 3 Off Rec, 28, Friar lane, Leicester  
 BOOTH, HERBERT, Sowerby Bridge, Yorks, Cotton Doubler July 3 at 11 Off Rec, Halifax  
 BRADLEY, CHARLES PERCY, London rd, Sevenoaks, Draper July 3 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn  
 CARD, HERBERT, Birmingham, formerly Confectioner July 3 at 11 25, Colmore rd, Birmingham  
 CLISSOLD, WILLIAM, Stroud, Glos, Architect July 2 at 4 Imperial Hotel, Stroud  
 CLOSEY, JOHN, Bury, Bricklayer July 3 at 11.30 16, Wood st, Bolton  
 COLEMAN, THOMAS, jun, Cambridge, Dairyman July 3 at 12 Off Rec, 5, Petty Cury, Cambridge  
 COPE, JAMES, Maney, Sutton Coldfield, Builder July 4 at 11 25, Colmore rd, Birmingham  
 DAVIES, THOMAS, Blaen, Mon, Innkeeper July 2 at 12 Off Rec, Merthyr Tydfil  
 DREW, HENRY, Weymouth, Bricklayer July 4 at 3 Off Rec, Salisbury  
 FOLLETT, THOMAS, Knowstone, Devon, Farmer July 2 at 12 19, Uffington Hotel, South Molton  
 GLEDHILL, GREENWOOD, and BENJAMIN GREENWOOD, Walsden, nr Todmorden, Laues, Stone Dealers July 11 at 1 Exchange Hotel, Nicholas st, Burnley  
 GREEN, ROSETTA, and MORETON JACOB GREEN, Edgware rd, Clothiers July 5 at 11 Bankruptcy bldgs, Lincoln's inn  
 GREEN, SAMUEL, Nottingham, Baker July 2 at 11 Off Rec, 1, High pavement, Nottingham  
 GRIFFITHS, THOMAS, Leichward-deri-isaf, Llanwenn, Cardiganshire, Cattle Dealer July 2 at 11.30 Black Lion Hotel, Lampeter  
 HOOPER, SETH, Cardiff, Grocer July 5 at 2 Off Rec, 29, Queen st, Cardiff  
 HUNT, WILLIAM, and DAVID PHILLIPS, Totterdown, Bristol, Gr coers July 10 at 12.30 Off Rec, Bank chbrs, Corn st, Bristol  
 JAMES, WILLIAM ARTHUR, Crickhowell, Breconshire, Draper July 3 at 12 Off Rec, Bank chbrs, Bristol  
 JENKIN, THOMAS, Camborne, Cornwall, Butcher July 2 at 12 Off Rec, Boscawen st, Truro  
 LAMP, FRANCIS, Bedford row, Solicitor July 9 at 2.30 Bankruptcy bldgs, Lincoln's inn fields  
 LLOYD, JOHN THOMAS, Bilston, Staffs, Tailor July 13 at 11 Off Rec, Wolverhampton  
 LUCAS, JOHN THOMAS, East Stonehouse, Devon, Mason July 2 at 11 10, Athenaeum terr, Plymouth  
 OAKES, EDWIN JAMES, Bridgton, Cannock, Staffs, Draper July 17 at 11.15 Off Rec, Walsall  
 OGDEN, EDWARD BICKERSTAFF, West Hartlepool, Wholesale Stationer July 4 at 11 Off Rec, 29, John st, Sunderland  
 POWELL, WILLIAM, Openshaw, nr Manchester, Baker July 4 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester  
 REYNOLDS, DAVID, Bwlchclawdd, Llangranog, Cardiganshire, Farmer July 3 at 12 Off Rec, 11, Quay st, Carmarthen  
 RICHARDSON, THOMAS HARRIS, Birkdale, Laues, Miller's Manager July 4 at 3 Off Rec, 39, Victoria st, Liverpool  
 ROWE, WILLIAM, Leadgate, Durham, Baker July 4 at 3 Off Rec, Pink Lane, Newcastle on Tyne  
 SABBARTON, THOMAS, Arola st, Shacklewell, Antique Wood Carver July 5 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 STANWELL, WILLIAM HENRY, Helphingham, Lincs, Shoemaker July 4 at 12 Off Rec, 43, High st, Boston  
 TAYLOR, WILLIAM, Landport, Grocer July 3 at 11 169, Queen st, Portsea  
 THOMAS, JOHN, Gt Berwick, nr Shrewsbury, Farmer July 8 at 11.45 Law Society's Rooms, Shrewsbury  
 TURNER, HENRY, The Pavement, Clapham, Butcher July 3 at 2.30 33, Carey st, Lincoln's inn fields



WILLIAMS, JOHN, Aberkenfz. nr Bridgend, Glam. Grocer July 9 at 10 Off Rec, 29, Queen st, Cardiff  
 WILLIAMS, WILLIAM ALLEN, Catford, Kent, Auctioneer July 2 at 3 1/2 Victoria st Westminster  
 YOUNG, FRANK, and EDWIN EDDROCK, Borough High st, Licensed Victuallers July 3 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

## ADJUDICATIONS.

BLAKER, CHARLES FREDERICK, and RICHARD MAN-  
 FING WILLIAMSON, Eastbourne, Ironmongers  
 Eastbourne Pet May 3 Ord June 21  
 BOFFEY, JOSEPH, Crews, Butcher Crews Pet May  
 23 Ord May 23  
 BOND, WILLIAM, Hulme, Manchester, Coach Builder  
 Manchester Pet June 21 Ord June 21  
 CARTER, JAMES, New Barnet, Herts Barnet Pet  
 April 8 Ord June 22  
 CLOUSEY, JOHN, Bury, Bricklayer, Bolton Pet June 19  
 Ord June 20  
 COLEMAN, THOMAS, the younger, Cambridge, Dairy-  
 man Cambridge Pet June 21 Ord June 21  
 CRIPPS, JOHN, South Eton, nr Middlesbrough, late  
 Grocer Middlesbrough Pet May 27 Ord June 19  
 DAVIS, CHARLES, jun., Preston, nr Hitchin, Herts,  
 Farmer Luton Pet June 20 Ord June 20  
 DEACON, GEORGE, Luton, Beds, Straw Hat Manu-  
 facturer Luton Pet June 22 Ord June 22  
 DIMMACK, MATTHIAS, jun, Bilston, Staffordshire,  
 Metal Refiner Wolverhampton Pet June 20  
 Ord June 21  
 EVANS, ROBERT PUGHE, Bangor, Auctioneer Bangor  
 Pet June 13 Ord June 21  
 FOLLETT, THOMAS, Knowstone, Devon, Farmer  
 Barnstaple Pet June 21 Ord June 21  
 GILBERT, ALFRED, Willesborough, Kent, Builder  
 Canterbury Pet June 19 Ord June 19  
 GOFFIN, THOMAS, Westleigh, Burscombe, Devon  
 Innkeeper Taunton Pet June 18 Ord June 21  
 HANNA, WILLIAM ALFRED KINGSTON, Coventry,  
 Surgeon Coventry Pet June 21 Ord June 22  
 HILL, HENRY JAMES, Hunsbam, nr Bampton,  
 Devon, Smith Exeter Pet June 22 Ord  
 June 22  
 JOYNER, HENRY, London wall, Carver High Court  
 Pet May 29 Ord June 20  
 LINDSEY, BENJAMIN CORNELIUS, Seven Sisters' rd,  
 Holloway, Chaceomonger High Court Pet June  
 19 Ord June 22  
 LLOYD, JOHN THOMAS, Bilston, Staffs, Tailor Wol-  
 verhampton Pet June 12 Ord June 21  
 LONG, JOHN FREDERICK, Manchester, Wholesale Ale  
 Merchant Manchester Pet May 23 Ord  
 June 20  
 LUNN, CHARLES, Brighton, late Draper's Assistant  
 High Court Pet June 14 Ord June 20  
 LUXMOORE, WILLIAM, Hereford rd, Bays-  
 water, late Captain of 7th Dragoon Guards  
 High Court Pet Nov 30 Ord June 21  
 MASON, EDWIN, Walsall, Currier Walsall Pet June  
 21 Ord June 21  
 MCCULLOCH, JOHN, South Shields, General Dealer  
 Newcastle on Tyne Pet June 8 Ord June 22  
 OGDEN, EDWARD BICKERSTAFFS, West Hartlepool,  
 Wholesale Stationer Sunderland Pet June 8  
 Ord June 21  
 OLIVER, JAMES, Birmingham, Letter Cutter Bir-  
 mingham Pet June 22 Ord June 22  
 PILKINGTON, BEEVER, Wortley, Leeds, Journeyman  
 Tailor Leeds Pet June 20 Ord June 20  
 RICHARDSON, THOMAS HARRIS, Birkdale, Lancs,  
 Milliner's Manager Liverpool Pet May 27 Ord  
 June 21  
 SOUTHWOOD, JAMES, Leeds, Bootmaker Leeds Pet  
 June 14 Ord June 19  
 SYKES, MARY JANE, Doncaster, Timber Merchant  
 Sheffield Pet June 20 Ord June 21  
 THOMAS, CHARLES, and GEORGE ROBERT THOMAS,  
 West Cowes, I.W., Builders Newport and Ryde  
 Pet June 12 Ord June 20  
 THOMAS, JOHN, Gt Berwick, nr Shrewsbury, Farmer  
 Shrewsbury Pet June 19 Ord June 19  
 WHITAKER, JAMES, Millshaw, Beeston, Leeds,  
 Grocer Leeds Pet June 21 Ord June 21  
 The following amended notice is substituted for that  
 published in the London Gazette of Nov. 2.  
 ROSS, WILLIAM, late of Darn Crook, Newcastle on  
 Tyne, late Beechhouse Keeper Newcastle on  
 Tyne Pet Oct 24 Ord June 27

## ADJUDICATION ANNULLLED.

BILL, HENRY THOMAS, Walsall, Auctioneer Walsall  
 Adjud Dec 22, 1884 Annul Oct 19

## SALES OF ENSUING WEEK.

July 2.—Messrs. DRENNHAM, TEWSON, FARMER, &  
 BRIDGEWATER, at the Mart, E.C., at 2 p.m., Free-  
 hold Ground Rent and Investments (see advertise-  
 ment, June 1, p. 6, and June 29, p. 4).  
 July 2.—Messrs. DRIVE & CO, at the Mart, E.C., at  
 2 p.m., Freehold Properties (see advertisement,  
 June 1, p. 7).  
 July 2.—Messrs. ROGERS, CHAPMAN, & THOMAS, at the  
 Mart, E.C., at 1 p.m., Leasehold Investments (see  
 advertisement, June 22, p. 552).  
 July 4.—Messrs. H. E. FOSTER & CHAMFIELD, at the  
 Mart, E.C., at 2 p.m., Reversions and Life Policies  
 (see advertisement, June 29, p. 4).  
 July 6.—Messrs. COBB, at the Mart, Canterbury, at  
 3 p.m., Farmhouse and Cottages (see advertisement,  
 June 1, p. 11).

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 by the name of the writer.

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Where difficulty is experienced in procuring the  
 Journal with regularity in the Country, it  
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